

TITLE 164
LEGISLATIVE PROCEDURAL RULE
SCHOOL BUILDING AUTHORITY OF WEST VIRGINIA

SERIES 1
~~SBA REQUIREMENTS FOR COMPREHENSIVE EDUCATIONAL FACILITY PLANS~~
POLICY AND PROCEDURES HANDBOOK
OF THE SCHOOL BUILDING AUTHORITY OF WEST VIRGINIA

§164-1-1. General.

1.1. Scope -- This legislative procedural rule establishes the guidelines and procedures related to requirements for Comprehensive Educational Facility Plans policies and procedures related to the operations of the School Building Authority of West Virginia.

1.2. Authority -- W.Va. Code §18-9D-20.

1.3. Filing Date -- October 15, 2015.

1.4. Effective Date -- November 15, 2015.

§164-1-2. Incorporation by Reference.

2.1. A copy of Appendix A, B, and C from the School Building Authority Policies and Procedures Manual Handbook is attached and incorporated by reference into this policy. Copies may be obtained in from the Office of the Secretary of State and in the office of from the School Building Authority of West Virginia.

§164-1-3. ~~SBA REQUIREMENTS FOR COMPREHENSIVE EDUCATIONAL FACILITY PLANS~~
Severability

3.1. Educational Agency Comprehensive Educational Facility Plans (CEFP) shall be developed in accordance with State Board Policy 6200, the "Handbook on Planning School Facilities," and approved by the SBE prior to any consideration by the SBA. If any provision of this policy and associated handbook or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this policy and associated handbook.

3.2. Each educational agency plan will identify specific projects that are being presented for competitive SBA funds. These plans will include how the project will effectively address the following issues:

3.2.a. Student Health and Safety

3.2.b. Economics of Scale (Appendix A) economies of scale based on minimum allowable enrollments are as follows:

3.2.b.1. Elementary schools with an enrollment of 300 students in grades 1-6, 200 in grades 1-4, or a minimum of 2 classes (25 each) per grade level, are recommended to achieve the economy of scale. Early childhood, kindergarten and exceptional students may increase this minimum standard.

~~————— 3.2.b.2. Middle and junior high schools with an enrollment of 450 students in grades 7-9 or 6-8, 5-8 schools with 600 students, or schools with 150 students per grade level minimum are recommended to achieve the economy of scale at the intermediate level.~~

~~————— 3.2.b.3. High schools with an enrollment of 600 students in grades 10-12, 800 students in grades 9-12 or 200 students at each grade level are recommended to achieve the economy of scale.~~

~~————— 3.2.b.4. These enrollments will be considered in determining eligibility for all SBA funding for early childhood, intermediate and adolescent facilities.~~

~~————— 3.2.b.5. Geographic or other considerations may require exceptions to be considered. Regional planning across county lines should also be considered to achieve these minimum enrollment standards where population centers warrant.~~

~~————— 3.2.c. Reasonable Travel Time and other Demographics~~

~~————— 3.2.d. Multi-County and Regional Planning~~

~~————— 3.2.e. Curricular Improvement and Diversifications~~

~~————— 3.2.f. Innovations in Education~~

~~————— 3.2.g. Adequate Space for Projected Student Enrollment~~

~~————— 3.2.h. A history of the county's efforts to propose and/or adopt local school bond issues or special levies for capital improvements.~~

~~——— 3.3. A ten-year time line for the implementation of the total plan indicating when each proposed facility action is to be taken and each project is to begin.~~

~~——— 3.4. A completed Facility Classification Report that classifies each facility in the county. (SBA/WVDE Form 116)~~

~~——— 3.5. Narratives on each existing school facility describing future use and scheduled improvements.~~

~~——— 3.6. Completed building evaluation forms on each facility in the county using the SBA School Facilities Evaluation and Inventory Instrument including cost summaries indicating the cost to upgrade to meet current standards. (SBA-134)~~

~~——— 3.7. An assurance that the county is in compliance with the SBE order regarding housing of Special Education programs in segregated facilities.~~

~~——— 3.8. A Major Improvement Plan (MIP) which addresses the requirements established by the SBA. (Appendix B)~~

~~§164-14. Inter-County Feasibility Studies.~~

~~——— 4.1. Each county shall submit to the SBA/SBE a list of grouped, inter-county attendance areas where potential exists for cooperative utilization of a facility between or among adjacent counties. (May include multi-county facilities, i.e., magnet school, area vocational centers, etc.)~~

~~—4.2. A planning study is to be completed to assure that an efficient and effective instructional delivery system will be utilized addressing each of the items indicated in SBE Policy 6200, “Handbook on Planning School Facilities,” 100.01 (A-J) as well as the issues 1 thru 8 in 1.1 B of the SBA Policy and Procedures Handbook.~~

~~—4.3. A detailed analysis of the results of this study and a facility recommendation based on its conclusion shall be included.~~

~~§164-1-5. Synopsis of Public Comment~~

~~—5.1. Prior to submitting the CEEP to the SBE and the SBA, one or more public hearing(s) must be held to provide broad-based community input into the plan. Notice of such hearings shall be published as a Class I legal advertisement in compliance with the provisions of 59-3-1 et seq. of the Code of West Virginia. As an addendum to the CEEP, sufficient documentation, including verification of public notices from the local newspapers and a synopsis of all comments received during the hearings must be included.~~

~~§164-1-6. Objective Evaluation of Implementation.~~

~~—As part of the total CEEP, the county shall include an objective means to be utilized in evaluating implementation of the overall plan and each project included therein (SBA 150). The evaluation shall measure:~~

~~—6.1. How each project further the quality educational goals of the SBA as defined in WV Code 18-9D-16. This shall include: student health and safety, economies of scale, travel time and other demographics, achievement of effective and efficient instructional delivery system, curricular improvements, and innovations in education, adequate space for projected student enrollments and local effort in funding school facility improvements.~~

~~—6.2. How the overall success of any project has related to the facilities plan of the county and the overall goals of the SBA.~~

~~—6.3. Prior to submission of a new ten year CEEP, an evaluation report shall be completed and submitted to the SBA and the SBE. (In addition to the evaluation criteria included in your plan the report shall include the issues designated in SBA Form 134 of the SBA Policy and Procedures Handbook).~~

~~—6.4. Amendments that initiate major revisions of the CEEP within the ten year planning cycle shall include how the existing plan no longer meets the goals and needs of the county and the goals of the SBA.~~

~~§164-1-7. Additional Requirements and Administrative Assurances.~~

~~—A statement of assurance by the county superintendent that the county’s plan includes all requirements in Section 1 of the SBA Policy and Procedures Handbook.~~

~~§164-1-8. CEEP Management—Amendments.~~

~~—8.1. Amending the County CEEP Plan—Because the CEEP is a living document that may be updated periodically based on approved amendments and the continually changing needs of the county, it is necessary to formally update the plan annually. (Appendix C)~~

~~—8.1.a. Major revisions to the CEEP including the MIP, are to be submitted to the SBE and the SBA by December 1 each year.~~

~~8.1.b. A major revisions would include the addition of new schools, school closures that have been approved by the SBE, a reclassification of all existing schools or the addition of a capital improvement project with a value greater than \$25,000.~~

~~8.1.c. Final approval of all closures remains the responsibility of the SBE. The CEFP will be amended by the SBA to reflect school closures only after SBE action.~~

~~8.1.d. The county CEFP is to be maintained as a working document and is to be updated as amendments or actions to implement the plan are completed.~~

~~8.1.e. Amendment requests that make major revisions prior to the end of the ten year planning period shall be submitted with an evaluation of the current approved plan in accordance with §164-1-6.~~

~~8.2. Budget Amendments to CEFP~~

~~8.2.a. Routine amendments on projects using partial or full SBA funding or any state or federal funds must be amended through the SBE and the SBA.~~

~~8.2.b. SBA/SBE Form 106 must be completed fully and submitted to the SBE and SBA for approval in order to institute an SBA budget amendment. SBA Needs and MIP funds cannot be transferred from one project to another.~~

~~8.2.c. SBA/SBE Form 106 must also be used to initiate budget amendments to both the SBE and SBA for all projects regardless of the funding source if the instructional square footage is altered, or the work exceeds \$50,000.~~

(See Other for Handbook)

School Building Authority of West Virginia

DRAFT – 5/23/2019

Policy & Procedures Handbook

Revised Edition – ~~September 28, 2015~~ July , 2019
Original – September 24, 2007

www.sba.wv.gov



Preface

The School Building Authority (SBA) was created in 1989 by the West Virginia Legislature to address the educational planning and school construction needs of the state in an efficient and economical manner. The Legislature also created a state funding mechanism that would assist local ~~boards of education~~ agencies (LEAs) in the construction and renovation of new and existing facilities. West Virginia Code §18-9D established legislation that created the Authority - a governing board made up of citizens, State Board of Education members and members of the construction trades industry. The Authority is charged with the ~~to oversee oversight and implementation of~~ the program and the development of ~~create~~ policies and procedures for the governance of ~~the School Building Authority (SBA) and staff funded projects.~~

The Authority ~~immediately began the work of establishing~~ has established Legislative and Procedural Rules ~~policies and procedures that responded to the shortcomings identified in previous assessments ever-changing education and construction standards.~~ Of paramount importance was the creation of a uniform long-range planning process for all school systems in West Virginia. Working cooperatively with the ~~State~~ West Virginia Board of Education, the SBA created a process to assist counties in the preparation and development of a ~~Ten-Year~~ long-range Comprehensive Educational Facilities Plan. The Each plan would serve as the roadmap to providing new and renovated schools but more importantly it would establishing educational goals and objectives that meet the current and future needs of students in West Virginia by proving new school construction projects or major school renovations.

Realizing that the success of the planning and construction program could only be achieved through partnerships with those directly affected by the program, the Authority gathered input from a variety of stakeholders including educators, community and business leaders, design professionals and the construction industry. These partnerships lead to the creation of the SBA Policy and Procedures Handbook and the companion document, the SBA Quality and Performance Standards. Together, these documents guide educators and the design and construction industry through the financing, planning and construction process for all school projects in West Virginia. For these efforts, the School Building Authority has been recognized nationally as one of the educational planning and construction leaders in the country.

The Policy and Procedures Handbook has been updated several times to react to ~~ever-changing the~~ needs of the educational community served. The 2019 revisions of this handbook include a major reorganization to provide a sequential arrangement of procedures, a consolidation of forms, and a user-friendly approach for all LEAs, Architects, and Contractors. The Handbook will always be a living document and the needs of the students and staff of West Virginia schools will always drive the School Building Authority to strive for excellence in educational planning in our state.

~~David Sneed~~ David L. Roach
Executive Director
School Building Authority of West Virginia

~~Fourth~~ Fifth Edition -- ~~September 28, 2015~~ July __, 2019
www.sba.wv.gov

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~~Steven Burton~~ T. Bartlett "Bart" Willis, Vice Chair

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SBA Policy and Procedures

RULE 1

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1.1 — A. — Educational Agency Comprehensive Educational Facility — Plans (CEFP) shall be developed in accordance with State Board Policy 6200, the “Handbook on Planning School Facilities,” and approved by the SBE prior to any consideration by the SBA.

B. — Each educational agency plan will identify specific projects that are being presented for competitive SBA funds. These plans will include how the project will effectively address the following issues:

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- ~~C. — A detailed analysis of the results of this study and a facility recommendation based on its conclusion shall be included.~~

~~1.3 — Synopsis of Public Comment —~~

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- ~~B. — How the overall success of any project has related to the facilities plan of the county and the overall goals of the SBA.~~
- ~~C. — Prior to submission of a new ten year CEFPP, an evaluation report shall be completed and submitted to the SBA and the SBE. (In addition to the evaluation~~

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- D. ~~Amendments that initiate major revisions of the CEFP within the ten year planning cycle shall include how the existing plan no longer meets the goals and needs of the county and the goals of the SBA.~~

1.5 ~~Additional Requirements and Administrative Assurances~~

~~A statement of assurance by the county superintendent that the county's plan includes all requirements in Section 1 of the SBA Policy and Procedures Handbook.~~

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- B. ~~Budget Amendments to CEFP~~

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- ~~2. SBA/SBE Form 106 must be completed fully and submitted to the SBE and SBA for approval in order to institute an SBA budget amendment. SBA Needs and MIP funds cannot be transferred from one project to another.~~
- ~~3. SBA/SBE Form 106 must also be used to initiate budget amendments to both the SBE and SBA for all projects regardless of the funding source if the instructional square footage is altered, or the work exceeds \$50,000.~~

SBA Policy and Procedures
RULE 2

2 — FUNDING SCHOOL BUILDING AUTHORITY PROJECTS

2.1 — Matching Funds

With exception of School Access Safety Funds, no matching local funds shall be required to obtain SBA funds, however, each facility plan shall address the history of efforts taken by the county board of education to propose or adopt local school bond and/or special levies for capital improvements.

2.2 — Federal Funds

Expenditure of any federal funds designated for construction and/or capital improvements of school facilities shall be approved by the SBA. SBA/SBE Form 106 and/or SBA Exhibit C is/are to be utilized for approval request if funds are to be approved initially for use on a new project or if federal funds are to be amended into an existing project budget.

2.3 — Eligibility and Distribution of Funds

It is the intent of the legislature that the SBA fund the improvement and construction of school facilities to meet the needs of the people of West Virginia in an efficient and economical manner. To be eligible for funding, educational agencies must have on file in the SBA office an approved CEFP and all required pre-qualification data for any particular funding category from which funding is being requested. Failure to provide this information or project proposals by the deadlines established by the Authority will eliminate the submitted project from consideration. These funds shall be distributed as follows:

A. — Three Percent (3%) Statewide Grants — Three percent (3%) of the total funds available to the Authority for distribution from the school construction fund during any funding cycle may be utilized for projects. Facilities eligible for three percent (3%) funding:

1. — Must serve the statewide educational community;
2. — House educational programs under the jurisdiction of the SBE,
or
3. — House vocational programs at comprehensive high schools
and/or vocational schools cooperating with community and
technical college programs.

Any project funded, must be included in an approved ten-year facilities plan submitted by the State Board or Administrative Board of the facility. Projects submitted must include any and all other funding sources potentially available for the project. Grant funds shall expire based on a three year contractual agreement between the SBA and the grantee.

B. — Emergency Grants — Funds amounting to no more than two percent (2%) of the total funds available for distribution from school construction funds shall be set aside as an emergency fund to be distributed in emergency situations as defined by the Authority. Application for such funds shall be in accordance with SBA procedures. (Appendix D) Grant funds shall expire based on a three year contractual agreement between the SBA and the grantee.

C. — Planning Grants — Effective and efficient use of resources can best be assured through appropriate development of the ten-year Comprehensive Educational Facilities Plan required in SBE Policy 6200. Therefore, if funds are deemed

available, the SBA may provide grants to assist counties with the development of their CEFP for the successive ten year planning period. These grants will be made available only during the final two years of each ten year planning period. Planning grants will be used to assist the county boards and area vocational centers with a portion of the cost for professional services associated with the research and development of the ten year CEFP. The SBA will establish the amount available for distribution prior to each ten year planning cycle.

D. ~~School Construction Grant "Need"~~ The remaining monies determined by the Authority to be available for distribution from school construction funds shall be allocated and expended on the basis of needs and efficient use of resources. The SBA shall make funding determinations in accordance with the provisions of the Code of West Virginia and shall assess existing school facilities and each facilities plan in relation to the needs of the individual student, general school population, the communities served by the facilities and facility needs statewide. Grant funds shall expire based on a three year contractual agreement between the SBA and the grantee and may be extended up to two years at the discretion of the SBA.

E. ~~Major Improvement Program Grants~~ Funds appropriated by the legislature to the school major improvement fund shall be distributed by the SBA on the basis of need. These funds are for major renovation or rehabilitation of existing facilities and for additions to existing schools. Grants to counties from the major improvement fund are for projects of at least \$50,000 but not exceeding \$1,000,000. A county may be eligible for major improvement funds provided:

1. ~~The county has an approved Major Improvement Plan (MIP). (Appendix B)~~
2. ~~The county is ready to expend the funds in the fiscal year monies are distributed to them.~~
3. ~~The county has spent, in the previous year, an amount in maintenance of their schools equal to the average of the lowest three of the past five years maintenance budget.~~
4. ~~The county has budgeted in their current maintenance budget an amount equal to or greater than the average determined in item three above.~~

F. ~~School Access Safety Grant~~ Funds appropriated by the legislature to the School Access Safety Fund shall be distributed by the SBA based on the availability of funding. These funds are for improvements of school access safety and will be distributed in accordance with SBA Policy provided the county board is in compliance with all requirements in Appendix K of the SBA Policy and Procedures Manual.

~~2.31 HVAC Engineering Studies~~

~~Needs and MIP projects involving heating, ventilating and air conditioning renovations must be accompanied by an engineering study and complete estimate of probable cost to be considered for funding. The engineer performing the study must be licensed in the State of West Virginia and must be registered in the discipline for which the proposed renovation relates. Projects involving the redesign of HVAC systems must be accompanied by an engineering study outlining the scope of work proposed and cost estimate for completion.~~

~~2.4 Awarding of Funds~~

~~Any project for which funds are being requested from the SBA must be part of an approved CEFP identified either as a major need or major improvement.~~

~~A. Three Percent (3%) Statewide Grants~~

- ~~1. Projects eligible for three percent (3%) statewide funds include any facility that serves the educational community statewide or houses educational programs that are under the jurisdiction of the SBE, regional vocational technical centers, as well as county vocational centers.~~
- ~~2. Projects submitted for competitive funding from the three percent (3%) designation must include information regarding the following areas as described in the "Handbook on Planning School Facilities" wherein applicable:
 - ~~a. An analysis of the community being served.~~
 - ~~b. A study of the population and enrollment.~~
 - ~~c. The education plan.~~
 - ~~d. An evaluation of the existing facility.~~
 - ~~e. The financing plan for the project.~~
 - ~~f. Translation of educational needs into facility needs.~~
 - ~~g. A School Construction Fund Project ("Needs") Executive Summary (SBA 120)~~
 - ~~h. An explanation of how the project relates to the major items presented in 1.1 B (1 thru 8) of the SBA Policy and Procedures Handbook.~~~~
- ~~3. All projects submitted for three percent (3%) funding shall be submitted directly to the SBA which shall be solely responsible for the evaluation and selection of all projects.~~
- ~~4. Projects submitted that are under the jurisdiction of the State Board of Education will be forwarded by the SBA to the State Board of Education for review and recommendation.~~

~~B. Five Percent (5) Multi-Use Vocational Technical Education Facilities Funds~~

~~An amount up to 5% of available funds from the school construction funds may be made available by the Authority during any funding cycle for projects at Multi-Use Vocational Technical Education Facilities.~~

~~Projects eligible for five percent (5%) statewide funds include:~~

- ~~1. Any facility that serves the vocational technical educational community and,~~
- ~~2. Is under the jurisdiction of the SBE, a county board of education, a Regional Administrative Council, or joint Administrative Board that may include post-secondary programs as a first priority.~~

~~Projects funded from the five percent (5%) vocational fund may include expenditures for equipment and equipment updates. Project applications shall be submitted to the Authority in accordance with the Needs Grant Fund process described in 2.4 E. Prior to distribution of funds in any given funding cycle, the Authority shall consider the amount, up to 5% of the total available for distribution that shall be set aside for this purpose.~~

~~C. "Emergency Funds~~

1. The Emergency Fund is available at the discretion of the Authority to assist where emergency situations endanger a safe and healthful environment for students.
2. To qualify for a grant from the emergency fund:
 - a. Need must have been generated by an unforeseeable catastrophic event (i.e., fire, wind, earthquake, flood, storm, etc.), general disaster or Act of War.
 - b. Funds from federal, state and local sources for emergency repairs and replacements must have been identified and included in the project budget.
 - c. All insurance claims must have been filed and amount of settlement determined. Insurance coverage of a facility should be equal to the cost of replacement.
3. State School Improvement funds including Emergency Grants will only be considered for buildings covered by flood insurance or buildings effected by flooding that are outside the established 100 year flood plain and therefore not eligible for flood insurance. Buildings eligible for flood insurance but not insured by the county will not be eligible for SBA funding.
4. Because of limited resources in the Emergency Fund, and to encourage local boards of education to appropriately insure their facilities, grants from the Emergency Fund shall be limited to an amount not to exceed two million dollars for any and all damage to schools incurred during any given catastrophic event.
5. Application shall be made within ten days after said emergency to the SBA and in accordance with adopted SBA procedures. (Appendix D)

D. CEFPP Planning Grants

1. It is the responsibility of each county to develop and implement a ten-year Comprehensive Educational Facilities Plan (CEFP) in accordance with SBE Policy 6200 beginning with the year 1990 and for each successive ten-year planning period thereafter.
2. The SBA may provide a one-time grant during the allotted planning period to attain professional consultation in the development of said county-wide CEFP. (Appendix E)
3. The planning/grant period shall include the final two years of the existing ten-year planning period and shall be available during each successive ten-year planning period as funds are determined available for distribution by the Authority.
4. The effective date for new CEFPPs shall be established by the Authority. Therefore, the current grant period shall incorporate both the year before the end of the ten-year planning cycle and the year of the expiration of the ten-year planning cycle. Availability of funds shall begin on July 1, twenty-four months prior to the deadline for submission of the ten-year plan and expire in 24 months or June 30, of the year the plan is required to be completed. However, a county will not be eligible for SBA funding after the CEFP expiration date without an approved CEFP. Any monies remaining in the fund shall be expired to the construction fund.

5. Grants shall not exceed 50% of a county's cost for said consulting services and limits of the grant amount shall be established by the Authority for each ten year planning period.
6. Professional consultants shall be selected in a manner approved by the SBA. To achieve consistency among all county plans, the SBA may provide educational facilities planners and architectural/engineering consulting professionals to assist with the preparation of each county plan. (Appendix E)
7. The SBA and SBE may monitor the planning process and set submission deadlines for portions of the CEFP.

E. School Construction Funds "Needs" Grants

1. Each county in West Virginia who has an approved CEFP is eligible for capital improvement funds from the SBA based on the needs of the facilities in their district.
2. Each county is responsible for determining in their facilities plan the specific project(s) for which SBA School Construction Fund ("Needs") will be requested. This individual project will be fully developed in regard to the issues indicated in 1.1 in the SBA Policy and Procedures Handbook and have a SBA School Construction Funds Project ("Needs") Executive Summary completed. (SBA 120)
3. Proposals for School Construction Fund projects must be part of an approved CEFP, and submitted at the request of the Authority based upon the availability of funds for distribution.
4. The SBA will appoint a plan review advisory team that will assist the SBA staff in an advisory role during the review of each project submitted by the counties. The Authority reserves the right to request review of any or all projects submitted to them that they feel has special merit or extenuating circumstances. (Appendix F)
5. The Authority will review and evaluate the projects based upon criteria set forth in WV Code 18-9D-16(d) and 1.1 of the SBA Policy and Procedures Handbook. The SBA staff will provide on-site information and project evaluations for all projects to the Authority for final review and funding consideration along with a prioritized list of potential projects based on staff and advisory team evaluations. At the conclusion of each funding cycle, each county shall receive an explanation of the evaluating factors underlining the decision of the Authority to fund or not to fund the project. Additionally, prior to final action on approving projects for funding, the Authority shall submit a certified list of the projects to the Joint Committee on Government and Finance.

F. Major Improvement Funds

1. Each county or educational agency that has an approved Major Improvement Plan (MIP) as part of an approved CEFP and meets the criteria in Section 2.3 of the SBA Policy and Procedures Handbook is eligible for capital improvement funds from the SBA's Major Improvement Fund.

2. Major Improvement Plan (MIPs) are developed by each county or educational agency in accordance with the guidelines in Appendix B and approved by the SBA. The MIP shall address how the proposed plan, and any project in it, meets the following goals and objectives as established by the SBA in Appendix B.
3. Each county shall submit as part of their annual CEEP Update a prioritized list of MIP projects for SBA review. The most needed project shall be further developed to address the criteria of the SBA as indicated in Appendix B and submitted for funding consideration.
4. The SBA shall review and rate the projects for funding each year in the manner prescribed in Appendix B.
5. MIP Funds shall expire based on a two year contractual agreement between the SBA and the grantee. An extension of funds will not be granted.

G. School Access Safety Grants

1. Each county board with an approved School Access Safety Plan who meets the eligibility requirements of the School Access Safety Act (Rule 7 and Appendix K of this Handbook) will qualify for school access funds.

H. Reserve Funds — Needs Projects

SBA Reserve Grant funding may be provided by the Authority at its' discretion in an amount not to exceed \$500,000 for meritorious projects determined to be eligible under the "Needs" based school construction fund. These funds shall be set aside and not expended awaiting final approval of the project budget by the SBA. The purpose of these funds is to establish SBA support for a project and to acknowledge the intent of the Authority to fund the appropriate balance of the project as funds become available and the county finalizes an SBA approved finance plan for the project. These funds will be held by the Authority for a period established in the grant agreement between the county board and the SBA not to exceed eighteen months. Upon approval of the actual needs grant to develop the project an additional three (3) years will be provided to complete the design and construction of the facilities established in WV Code 18-9D-15(f). Should the grant recipient fail to secure the remaining project funds to complete the entire finance plan for the project these funds will automatically revert to the school construction fund and be made available for distribution to other projects.

2.5 Utilization of Funds — Authorized Expenditures

A. Bond Retirement

1. With approval of the funding agency, SBA funds may be dedicated to the payment of local bonds that were used for the purposes defined in an approved facility plan.
2. With SBA approval, state funds may be used for the repayment of local bonds issued by the Authority for the benefit of the county, but are in addition to bond monies made available by the Authority.

B. Construction Costs — SBA funds may be used for capital improvement projects including new construction, additions or renovations to existing

facilities, provided, such project meet the SBA guidelines and are approved by the SBA. Allowable costs of construction will be reviewed and approved annually by the Authority on or before the June Quarterly meeting. SBA funds cannot be transferred from one project to another.

- C. Major Improvement Funds—MIP Grants awarded to an agency for projects from their MIP must be for projects of at least \$50,000 but not exceeding \$1,000,000. It is intended that each county's routine maintenance budget be responsible for general repairs and upkeep of school facilities. Projects designed to supplant these county funds will not be considered as fundable from the major improvement fund.

2.6 SBA Funds Accounting

A. Treasurer's Report

1. A separate account shall be set up within the fiscal records of the individual county to account for all SBA funds. All records shall be maintained pending a final project audit.
2. Funds expended for a multi-county project shall be distributed to the county designated as the fiscal agent for the project.

B. Budget Coding

1. County budgets must be supplemented when a grant transfer letter is received from the SBA. This letter will accompany the Grant Agreement and will inform the county that monies will be transferred from the state account to the county's account at the custodial bank at the time the signed contract is received by the SBA.
2. Monies must be supplemented into the general current expenditure funds (Fund 1).
3. All funds to be utilized for capital improvement, regardless of the source, are to be coded in project 25 utilizing the following code numbers:
 - 25X1X—All SBA Funds
 - 25X3X—Local Funds
 - 25X4X—Federal Funds
 - 25X5X—Better School Amendment Funds
 - 25X9X—Other Funds

2.7 Reimbursement Procedures

A. Funds will be distributed through a requisition process wherein:

1. Original invoices are submitted to the SBA offices and to the trustee of the account (bank) before the fifth (5th) day of each month. Submission to both entities is required to transact payment to the county.
2. Invoices for each project code will be grouped together with one requisition cover sheet for each project code. (SBA 104)
3. Each requisition sheet must be signed by the superintendent of schools with certification that the previous month's invoices were paid to the vendors (Item C on Exhibit B)
4. Invoices are reviewed in the SBA Office between the fifth (5th) and the tenth (10th) of each month.

5. ——— Checks are written to reimburse the counties for approved expenditures on the fifteenth (15th) of the invoice month unless additional data is requested by the SBA.
6. ——— Should clarification of a specific invoice or the status of a specific project be required, payment may be delayed until support data to verify the expenditure is provided to the SBA.
7. ——— A BP 13 A or SBA Certificate of Contract Completion for Multiple Prime Projects (SBA 139) form to verify completion of a contract must be submitted prior to the request for final payment on every contract. A retainage equal to five percent (5%) of the total contract construction cost will be held by the SBA until the contract is officially closed by submission of the completed BP 13 A and signed by a representative of the SBA. (WVDE BP 13A & SBA 139)
8. ——— No educational facility shall be occupied without prior approval from the Authority and the appropriate state and county regulatory agencies.

SBA Policy and Procedures
RULE 3

3 — FUNDING SPECIFIC FACILITY PLANS

3.1 — Building Gross Areas

- A. — Allowable gross square foot building areas shall be reflective of the student population and the educational program. The building design shall maintain a minimum program utilization of 85% unless this requirement is waived by the SBA due to extenuating circumstances (i.e., specialized classrooms in comprehensive high schools, declining or increasing student populations, middle school grade configurations and elementary school restrictive classroom enrollments). The actual maximum square footage approved for construction may or may not be equal to the maximums established by the SBA.
- B. — In order to encourage efficiency, yet continue to provide funding for small rural community schools that may be geographically isolated from other schools, those schools funded with enrollments below the SBA enrollment ranges (See Appendix A) shall be planned on an individual school basis. The actual square footage shall be dictated by prior agreed upon design enrollments and space required to house the number of students and curricular offerings.
- C. — With exception of the small school design procedure, all other schools maximum gross building area allowances shall be computed as the product of the design enrollment times the SBA approved square foot allowance per pupil. The SBA will annually publish on or before the June Quarterly meeting the maximum allowable square footages for elementary, middle/junior and high schools based on the latest requirements of State Board Policy 6200 and SBA Policy and Procedures Handbook.

3.2 — Prototypical School Design —

- A. — To encourage efficiency in school design, SBA standardized building performance criteria will be used and where possible, proto type designs for common academic spaces will be incorporated into new school designs. Local boards shall consider complete building design proto typing for each project. The SBA will, in cooperation with the local board, determine if and when existing building designs may be duplicated for other projects within the county. The maximum amount of architectural and engineering (A&E) design fees that will be paid from project funds will be determined by the SBA and will be based on the size and complexity of the project. Additional fees above the SBA maximum are allowable. However, these fees must be paid by the local board as a separate project cost. A&E fees will be adjusted in new school designs where extensive proto typing is incorporated into the design by the SBA or county board of education.
- B. — Prototypical school designs must be used when educational and design conditions exist that allow the reuse of a previous building design. The local board in cooperation with the SBA staff will review this option and determine if the proposed school design may be prototyped from other school designs immediately following SBA approval of a new school project.
- C. — Prototypical school design considerations include but are not limited to:

- School enrollment similarities
- Educational Planning requirement similarities
- Site and climatological conditions

3.3 — Design Capacity

- A. Design capacity shall be defined as the 8th year projected enrollment of students expected to attend a school facility as indicated by historical enrollment trends and the ten year CEEP enrollment projection.
- B. Vocational space for new comprehensive high schools will be reviewed for each individual project and shall be included as part of the total design capacity.

3.4 — Allowable Construction Costs for New Construction

- A. SBA funded allocations for the construction of each facility will be limited through use of the maximum gross area allowance times (X) the most current SBA approved square foot cost for elementary, junior/middle and senior high schools.
- B. Construction cost per square foot may be adjusted by the SBA to reflect regional cost factors. Statewide construction costs will be reviewed annually and may be adjusted upwardly or downwardly for inflation based on actual and projected costs of projects constructed. This information will be reviewed and the construction cost allowances published by July each year.
- C. The construction costs allowance shall include site work, building construction cost, building furnishings and equipment, architectural and engineering fees, construction manager or clerk of the works, survey work, geotechnical studies, radon testing, utility connections from the building to the property line and advertisements.
- D. New elementary schools with design enrollments less than 400 students will be provided a combined art and music classroom. New elementary schools with design enrollments greater than 400 students will be provided separate art and music classrooms. All new elementary schools shall be designed with a physical education space separate from the cafeteria. The size of the physical education spaces will be based on the student enrollment of the school and will comply with State Board Policy 6200 Guidelines.
- E. In compliance with WV Code 18-9D-19(c), auxiliary gyms are to be included as allowable construction costs in high schools that meet the minimum SBA efficiency enrollments of 800 students in grades 9-12.
 - 1. Auxiliary gym spaces shall be a maximum total of 6,000 square feet and 144,000 cubic feet.
 - 2. Spectator seating within the allowable 6,000 square feet may be up to 1,000 square feet.
 - 3. Approved costs for auxiliary gyms do not include spaces for additional locker, restroom, dressing room or office spaces.
 - 4. SBA funds for auxiliary gyms may not be used in conjunction with local funds to increase the size and/or spectator capacity of an auxiliary gym to create a second spectator gym.
- F. In compliance with WV Code 18-9D-19(b), comprehensive vocational facilities may be constructed in new high schools or existing high schools that meet the minimum SBA efficiency enrollments. The following criteria will be considered to determine the feasibility of construction of these spaces:

1. The distance of existing vocational facilities from the new or existing high school location.
 2. The current demand of secondary students for vocational programs and/or the condition of the existing facilities must justify the need for additional/replacement spaces or the renovation of existing spaces.
 3. The construction of a vocational component at a new comprehensive high school or at an existing high school must not create an adverse effect on other county vocational students or vocational students from other counties. The SBA does not deem the construction of any additional vocational spaces feasible:
 - a. If it could result in the reduction of available vocational programs at the existing school.
 - b. If it results in the inefficient use of existing or new vocational space.
 - c. If it adversely reduces existing vocational center operational budgets.
 - d. If it could result in the closure of any existing county or multi-county vocational center currently serving the student population of two or more feeder schools.
- G. SBA Grant Funds may not be used for:
1. Cost of issuance for local bonds or other indebtedness.
 2. Site acquisition, unusual utility extensions, unusual site preparation cost, access highways, repaving of existing parking lots or construction of athletic facilities.
 - a. Grant recipients are required to coordinate site selection for construction of new schools with the SBA prior to negotiations with seller or provider.
 - b. If it is determined by the SBA that extensive utility costs, special footings or foundations or other site preparation costs will consume a disproportionate amount of the building construction cost, an alternate site must be used. However, the Authority may consider approval of the proposed site if the grant recipient elects to provide additional local funding to pay the cost of developing the proposed site. At the conclusion of the site selection process, the SBA will provide a site acceptance letter to the local board that will allow the site acquisition process to begin.
 3. Construction or renovation of athletic facilities, computer equipment, instructional supplies and equipment.
 4. Reimbursement of salaries for county employees. (County employees should not be utilized to work on SBA funded construction projects).
 5. Legal fees associated with any court proceeding or property acquisition cost.
 6. Costs associated with defense or award of an arbitration action.
- H. Contingency allowance for each new construction project shall be established as two percent (2%) of the construction budget.

3.5 Renovations

- A. For renovation work within an existing building, the computation is the product of the approved gross square footage of the project times (X) the percentage of the state building construction cost per square foot.

B. ~~The percentage is defined as the percentage of the cost of replacement of the facility. The percentage criteria is based upon the age of the existing building in which renovation work is scheduled. An older facility that has specific value to the community cannot be funded for more than the percentage indicated. Restoration or renovation beyond these funding levels must be addressed by local initiative.~~

40 years or more	60%
25 to 39 years	50%
16 to 24 years	40%
0 to 15 years	10%

C. ~~For a project with renovation work and an addition, the computation is the product of the approved square footage using the percentage of the building cost per square foot for renovation work added to the cost for the addition whose combined total must not exceed 65% of the cost of a new replacement building to qualify for SBA funding.~~

D. ~~Contingency allowance for each renovation project shall be established as four percent (4%) of the renovation budget.~~

SBA Policy and Procedures
RULE 4

4 — **PROJECT ADMINISTRATION AND REVIEW**

4.1 — Each educational agency receiving funding from the SBA shall appoint an administrator for the construction/funding program. This administrator shall be responsible for acting as the liaison to the SBA and for submitting the financial and project reports required by the SBA.

4.2 — The educational agency shall be required to employ architectural/engineering firms in compliance with WV Code 5G-1-3. The list of architect/engineers responding to the county's Request for Proposal shall be submitted to the SBA for review and evaluation prior to selection of the finalists by the educational agency. Services shall be rendered under standard AIA contracts approved by the SBA staff.

4.3 — Unless a lump sum fee arrangement is used, design fees shall be calculated based on a percentage of the construction cost. Construction costs are calculated based on the lowest acceptable qualified bid for constructing the building. Design fees for alternative designs requested by the grant recipient that are not constructed shall be borne by the grant recipient unless approved by the SBA prior to bidding. Construction cost does not include fees for the construction manager, clerk of the works, construction analyst (paid for under additional services), legal fees, site acquisition cost and B&O taxes or other project costs not directly associated with the construction of the building. Architectural and engineering fees may also be applied to the cost of furniture and equipment only if the architect prepared the bid packages and/or has direct administration over the contract for the installation of the furniture and equipment. Without approval of the SBA, architectural and engineering fees shall not exceed the SBA fee schedule established for new or renovated school construction. Reimbursable expenses for agency review document printing and distribution may be paid from grant funds as a reimbursable cost for printing and distributing.

4.4 — The educational agency shall be required to employ a clerk of the works to monitor all construction projects in excess of \$100,000 unless waived by the SBA. Candidates for professional services or clerks of the works shall be submitted for SBA review, evaluation and approval prior to final selection by the educational agency. (Appendix I)

A clerk of the works employed by the county through contracted services shall minimally be paid an amount equal to the basic hourly prevailing wage rate of a Journeyman Carpenter as determined by the West Virginia Department of Labor for the project location.

4.5 — **Construction Management**

The SBA will assign the project management strategy for all projects based on the scope of work and the county's ability to manage the project. Each project will be reviewed by the Authority following the approval of funding and requirements for project design and construction administration will be identified by the Authority prior to executing the grant contract. If a construction manager is required, the grant recipient will be required to follow SBA Policy regarding the procurement of professional construction management services and West Virginia Code 5G-1-3. The construction management

contract must be reviewed by the SBA staff and must be compatible with the design professional contract for the project.

4.6 — Design-Build Project Delivery

Should a county board of education desire to use the design-build method of project delivery, the SBA and the requirements of the Design-Build Board of West Virginia must be followed. Appendix G provides the methodology to be used to procure a performance criteria developer, educational planner and the design-build team as well as the procedures that must be followed to request approval from the Design-Build Board and the SBA to use the design-build project delivery method. County boards considering using the design-build method of project delivery must review the process for selection of projects as described in the West Virginia Design-Build Procurement Act, Title 148CSR11 and must begin this process prior to submission of the project to the SBA for funding consideration. The project must also be submitted to the Design-Build Board for review and approval before soliciting the Invitation for Qualifications from qualified firms.

- 4.7 —** The SBA reserves the right to review any SBA-funded project at intervals deemed necessary before, during or after construction begins. The architects, engineers and county administrators are responsible for including the SBA in the decision-making process during all phases of planning, design and construction beginning with the development of educational specifications. The SBA must be notified by the county of any meetings related to the planning of the project.

4.8 — Geotechnical

For projects funded by the SBA, the educational agency shall be required to perform a geo-technical survey on any potential school construction site prior to the purchase of the site. The survey shall include a complete soil and substrata report to determine the suitability of the site for the construction. A copy of the report must be provided to the SBA office for review and approval of the cost impact on each site being considered prior to the purchase of the site. The report shall provide site preparation and building footings and foundation design information for the proposed site(s) specific to each site being considered for the project.

- 4.9 —** The SBA reserves the right to review all applications for payment or other invoices submitted against any SBA project. Completion of proper documentation by the educational agency and/or the company requesting payment shall be a prerequisite to any invoice being honored by the SBA.

- 4.10 —** The SBA reserves the right to review all county, clerk of the works, project architect/engineer, and construction manager files related to an SBA-funded project.

4.11 — Occupancy of New Educational Facilities

- 4.110 —** Teachers and other employees shall be informed of the operation of the building, particularly fire escape routes, heating, ventilating and air conditioning systems and communications systems.

- 4.111 —** No educational facility shall be occupied without prior approval from the School Building Authority and the State Fire Marshal. (SBA-146)

~~4.112 Training of Custodians and County Maintenance Staff~~

~~At the conclusion of all construction projects, the contractor shall be responsible for providing pertinent product information including warranty and maintenance instruction to county officials, as well as provide training for county staff regarding the operation and maintenance of the building systems and materials. It is the responsibility of the county board of education to assure that staff is present during the training and has sufficient in-service instruction on all equipment in order to properly maintain the new or renovated facility. At the conclusion of the training, the local board shall provide assurances to the SBA that the training has been provided.~~

- ~~4.113 Within the first year of occupancy of any new SBA funded school facility the county is responsible for testing for the presence of radon in accordance with the guidelines and procedures of the West Virginia Bureau of Public Health in the facility. A follow up radon test is mandatory every successive five years. Test results shall be filed at the school and with the West Virginia Bureau for Public Health.~~

SBA Policy and Procedures
RULE 5

5 — SCHOOL BUILDING AUTHORITY CONTRACTS AND AGREEMENTS

5.1 — Grant Agreement

- A. — In order for SBA funds to be utilized for any project, a grant agreement between the educational agency and the SBA must be enacted. (Appendix H)
- B. — New school designs in West Virginia shall comply with codes and standards as adopted by the State of West Virginia in accordance with 18-9E-3.
- C. — Qualified contractors bidding on SBA projects will present acceptable liability insurance levels and a completed "Contractor's Qualification Statement" to the SBA for review prior to the award of the construction contracts. These documents are to be treated in highest confidentiality and are to be reviewed only by those involved with the selection of the contractor. A financial statement shall be required of the lowest qualified bidder(s) being considered for award of the contract. The "Contractor Qualification Statements" including subcontractors shall be submitted to the School Building Authority office by low bid contractors within 72 hours of the completion of the bid opening. (SBA 105)
- D. — All bid documents prepared shall require that the lowest qualified bidder(s) submit a completed form SBA 123, List of Subcontractors and Major Equipment and Material Suppliers. This information must be submitted by the lowest qualified bidder(s) to the SBA office within two hours after the completion of the bid opening. Bid openings shall not occur after 2:00 p.m. local prevailing time. Failure to submit the list of subcontractors and major material suppliers within the two hour limit will result in the rejection of the bid.
- E. — Work Based Learning Opportunities — To the extent practical, the constructing contractor on projects involving the new construction and renovations of Vocational, Technical and Adult Education facilities should work cooperatively with the county board of education or Administrative Council to establish work based learning experienced to introduce county vocational students to construction work practices as outlined in Appendix J.

SBA Policy and Procedures
RULE 6

6 — **SCHOOL BUILDING AUTHORITY REPORTING PROCEDURES**

6.1 — **Financial, Planning and Construction Reports**

- A. — ~~SBA Exhibit A-1 — Project Description and Finance Plan — This form, included in the Grant Agreement, is used to identify the specific project location, the scope of the work to be done, an estimate of the cost of the work and the amount of the grant approved by the SBA. (Appendix G)~~
- B. — ~~SBA 113 — Construction Observation Report — This report is to be completed weekly by the clerk of the works or the county administrator responsible for the SBA building program. It is designed to report the progress of construction and to report to the county board of education highlights or concerns regarding the construction's progress. These reports are to be attached to the project's daily logs for the corresponding week and be made available to the SBA's project representative during site visits.~~
- C. — ~~WVDE P-1 — Application for Project Approval (Rev. 2/28/92) — This report is to be submitted twice by the county, initially with the schematic documents when they are submitted to the SBE and the SBA for review. Preliminary review documents required with the P-1 form are: (1) educational specification and educational program; (2) schematic documents; (3) outline specifications, and (4) first estimate of probable construction costs. A final P-1 is to be submitted to both agencies at the completion of the project with a BP-13-A or when appropriate, SBA-139 completion report prior to requisition for final payment. When a project does not require a design review, it is the responsibility of the county facility administrator to initiate the P-1 form to both the SBE and the SBA.~~
- D. — ~~WVDE BP-13-A — Certificate of Project Completion (Rev. 10/94) — A certificate of completion is submitted to the SBE and the SBA upon completion of a project in order to effectuate a close-out of the project. Final payment to the county for a specific project is dependent upon acceptance of the project and sign-off of the BP-13-A by the SBA. The architect or project administrator shall arrange an inspection tour with the appropriate officials. Projects utilizing multiple prime contractors shall complete the SBA-139 form to designate completion of each contractor's responsibility and trigger final payment of SBA funds. No occupation of a new facility or renovated facility shall occur until a certificate of occupancy is provided by the fire marshal and final approval to occupy the facility is granted by the SBA.~~
- E. — ~~Evaluation of Performance — The county board of education is responsible for completing evaluations on each contractor and architectural/engineering firm that has performed work on a SBA-funded project using the appropriate SBA evaluation form and submitted with the BP-13-A or SBA-139 project completion forms.~~
 - 1. — ~~Contractor Evaluation Report (SBA-124)~~
 - 2. — ~~Architect/Engineering Evaluation Report (SBA-125)~~
- F. — ~~The grant recipient shall provide the School Building Authority a copy of the final certified testing, adjusting, and balancing (TAB) report for new HVAC systems installed in schools. The report must be prepared by an independent agent, directly representing the building owner and qualified to perform testing,~~

~~adjusting and balancing of HVAC systems in accordance with the requirement of WV Code 18-9(e)-3 and those requirements found in SBA Appendix I— Architectural and Construction Regulations. The report will include the findings of the TAB contractor's evaluation of the new HVAC system and final HVAC performance data. The TAB contractor will perform the duties as described in the project construction documents in cooperation with the design engineer and building contractors.~~

SBA Policy and Procedures
RULE 7

~~7 SCHOOL ACCESS SAFETY ACT GUIDELINES AND PROCEDURES~~

~~7.1 School Access Safety Funds~~

~~Funds appropriated by the legislature to the School Access Safety Fund shall be distributed by the School Building Authority on the basis of net enrollment. These funds are for improvements of school access safety and will be distributed in accordance with SBA policy and in accordance with all requirements in Attachment K of the SBA Policy and Procedures Handbook.~~

~~7.2 Awarding of Funds~~

~~School Access Safety Grants~~

- ~~A. Each county board who has an approved School Access Safety Plan and meets all the eligibility requirements of the School Access Safety Act established in WV Code §18-9F, will qualify for School Access funds.~~
- ~~B. The School Building Authority will initially review the list of projects within the plan for compliance with the School Access Safety Act and based upon the availability of funding will annually review projects from within the plan for funding consideration.~~
- ~~C. School Access Safety Grant projects must be included in the county's School Access Safety Plan (Appendix K) and must be a part of an approved comprehensive educational facilities plan (CEFP) or must be amended into the CEFP to be eligible for funding.~~
- ~~D. School Access Safety funding provided by the School Building Authority must be expended within one year. The School Building Authority may grant a six month extension of funding if it is determined by the Authority that extenuating circumstances prevented the county from expending the funds within the one year period. Once expired by the School Building Authority, remaining funds shall be added to the total funds available to all counties in the School Access Safety Fund and distributed in future funding cycles.~~
- ~~E. A local contribution in an amount equal to or exceeding 15% of the funding available to the county is required in order to secure School Access Safety funds. If a county board feels that it cannot fulfill the 15% local match as required, the county board of education may submit a financial hardship waiver request to the Department of Education for review and consideration.~~

School Building Authority of West Virginia
Policy & Procedures Handbook

Chapter 1
COMPREHENSIVE EDUCATIONAL FACILITIES PLANNING (CEFP) PROCEDURES

100. Comprehensive Educational Facilities Plan (CEFP) Development

Each Local Education Agency (LEA) shall develop a Comprehensive Educational Facilities Plan (CEFP) in accordance with the provisions described in West Virginia Board of Education Policy 6200 – Handbook on Planning School Facilities. The CEFP shall be approved by the West Virginia Board of Education (WVBE) and subsequently the SBA prior to the consideration of any project listed within the CEFP.

Each LEA's CEFP shall identify specific projects that are to be completed in the next 10-plus year planning cycle regardless of funding source. Relating to the delivery of education, CEFPs must identify current and future needs and must predict life-cycle costs of systems and equipment.

Projects that are to be submitted and considered for SBA funding must address the objective criteria for the evaluation of projects as established in West Virginia Code §18-9D-16(a)(3)(D).

100.01. The CEFP shall include the following items:

100.011. An evaluation and inventory of all existing facilities that includes facility condition assessments and building evaluation forms for each facility within the LEA. The assessments shall create comparative indexes to track building condition, utilization, and energy utilization.

100.012. Educational Planning directives that provide a standard against which existing facilities can be measured. The Educational Plan includes a system plan, a curriculum plan, an instructional plan, an operations plan, a support plan, and a personnel plan.

100.013. An analysis of the communities being served by the schools and the impact each has on the other.

100.014. Projected enrollments and enrollment projections from a source approved by the WVDE.

100.015. An anticipated timeline for the implementation of the total plan that includes when each proposed facility action is to be taken and when each action is to begin.

100.016. Narratives on each existing school facility describing the future use and scheduled improvements

100.017. A Major Improvement Project (MIP) Plan.

100.018. Assurances that the LEA is in compliance with all WVDE requirements.

100.02. The LEA must work with other LEA(s) to complete Inter-County Feasibility Studies

100.021. Each county shall submit a list of grouped, inter-county attendance areas where potential exists for cooperative utilization of a facility between or among adjacent counties. (May include multi-county facilities, i.e., magnet school, area vocational centers, etc.). A detailed analysis of the results of this study and a facility recommendation based on its conclusion shall be included.

100.03. The LEA must provide a Synopsis of Public Comment

100.031. Prior to submitting the CEFPP to the WVBE and the SBA, one or more public hearing(s) must be held to provide broad-based community input into the plan. Notice of such hearings shall be published as a Class I legal advertisement in compliance with the provisions of West Virginia Code §59-3.

100.032. As a part of the final CEFPP, sufficient documentation, including verification of public notices from the local newspapers and a synopsis of all comments received during the hearings must be included.

100.04. The LEA must objectively evaluate the implementation of the CEFPP. The LEA shall include an objective means to be utilized in evaluating implementation of the overall plan and each project included therein. The evaluation shall measure:

100.041. How each project furthers the quality educational goals of the SBA as defined in WV Code 18-9D-16.

100.042. How the overall success of any project has related to the facilities plan of the county and the overall goals of the SBA.

100.043. How Amendments that initiate a major revision of the CEFPP are necessary in order to justify how the plan no longer met the goals and needs of the LEA.

101. Comprehensive Educational Facilities Plan (CEFP) Management

101.01. The CEFPP is to be maintained using the resources provided by the WVBE and SBA as an ongoing and working plan. As projects are completed and maintenance is performed, changes must be reflected. It is to be updated and amended when necessary according to the implementation of the plan.

101.02. Amending the CEFPP – Because the CEFPP is a living document that may be updated periodically based on necessary changes both foreseen and unforeseen, and to incorporate the continually changing needs of the county, it is necessary to formally amend the plan.

101.021. Amendments are required for all projects regardless of the funding source if the instructional square footage is altered or the work exceeds \$50,000.

101.022. Amendments are necessary to reflect major revisions including the addition of new schools, school closures that have been or are to be approved by the WVBE, and reclassification of existing schools.

101.023. Final approval of all school closures remains the responsibility of the WVBE. Any CEFPP that includes school closures must be approved by the WVBE before subsequent submission / approval by the SBA.

101.024. Amendments that involve major revisions to the plan must include an Objective CEFPP Evaluation instrument to further justify the need for the revision.

101.03. Budget Amendments to the CEFPP – Amendments to reflect the change in an identified project(s)' budget or scope of renovations shall be determined by the WVDE Office of School Facilities and/or the SBA Staff.

101.04. LEAs are encouraged to engage and work with members of the SBA Staff for guidance and information. The open lines of communication may streamline state approval of the CEFPP.

110. Annual Energy Usage Reporting Requirements

110.01. Because energy use is often one of the largest operating expenses that an LEA must absorb, energy data must be measured so that it can be controlled. On all SBA funded new schools or major renovation projects involving a total HVAC renovation or replacement, annual energy usage data is to be gathered and reported. Individual schools will be given an Energy Usage Index (EUI) benchmark for tracking purposes with the goal of reducing energy demand in the coming years.

110.02. Energy usage data shall be gathered and submitted annually to the WVDE and the SBA using the Annual Energy Use form. This data shall be compared to the benchmark data from the prior years. This annual data should give each LEA an understanding on which systems and equipment may deserve prioritization when determining future projects.

110.03. Energy usage and conservations shall not come at the expense of an uncomfortable thermal environment for all students, teachers, administrators, and other building users. Chapter 11 of the WVDE Policy 6200 – Handbook on Planning School Facilities sets environmental conditions that govern the design and operation of all school facilities.

School Building Authority of West Virginia
Policy & Procedures Handbook

Chapter 2
GRANTS, APPLICATIONS, AND FINANCE PROCEDURES

200. Grants Overview

The School Building Authority has several grants available for distribution during a fiscal year. With the exception of the Emergency Fund and the Distressed County Emergency Fund, a project that is to be considered for SBA funding must be a part of an approved CEFP.

200.01. Each LEA is responsible for determining in their CEFP the specific project funds for which SBA funds will be requested. Each project proposal to the Authority must address deficiencies and areas for improvement. As project proposals are developed, LEAs must review their Education Plan, ongoing costs associated with operating and maintaining the existing facility(s), current and projected enrollments, and Fire Marshal / BRIM citations.

200.02. Budgets for project proposals must be established by a licensed Architect / Engineer (A/E) or a professional cost estimating service. Grant requests may not exceed the SBA funding formula unless innovative curriculum offerings are proposed which requires additional square footage, and prior approval is obtained by the WV Board of Education and the Authority.

200.03. The SBA Staff is charged with using all available resources to objectively evaluate each project proposal in order to make funding recommendations to the Authority that exhibit a prudent, resourceful, economic, and efficient expenditure of state funds. It is recommended that LEAs engage the SBA Staff and provide all critical project information in order for the SBA Staff to make quality, well-informed recommendations to the Authority.

200.04. The Authority will receive the recommendations of the SBA Staff and take all disclosed information in consideration when making funding decisions.

200.041. The Authority, as a body, must consider the merits of each project proposal. In order for each LEA to receive a fair, impartial, and objective evaluation of their proposed project(s), and in order to maintain a high level of ethical standing in regards to the operation of the Authority as an unbiased and equitable body, no single Authority Member may act on behalf of the entire Authority, without prior vote of the Authority, in communication with any LEA that has submitted or intends to submit a grant request.

200.05. Matching Funds – Unless designated within the specific guidelines of a particular fund, local matching funds included within a School Building Authority project grant proposal are not required. LEAs should, however, consider the funding limitations of the SBA and the available local funds when submitting a project proposal given the Authority's desire to further the agency's reach statewide.

200.06. Grants must be awarded by the Authority during a regularly scheduled quarterly meeting, a special meeting, or an emergency meeting. The SBA Staff is charged with establishing submission deadlines given the Authority's direction on when particular grants shall be awarded. Projects not received by the deadline established will not be considered.

200.07. Grants available for distribution include:

School Construction "Needs" Grant Funds

Multi-Year Funds

Reserve Grants

Major Improvement Project (MIP) Grant Funds

Three Percent Grant Funds

Emergency Funds

Distressed County Emergency Funds

School Access Safety Plan Funds

200.08. Site Feasibility – Prior to the award of a grant from any fund, the LEA must provide assurances to the Authority that a feasible site has been secured. The LEA may obtain an option to purchase the land at the time the project is presented to the Authority, however, the LEA must own the land in which the project will reside prior to the execution of the grant contract.

(Moved from Appendix I, Section II, Item D)

200.081. Site feasibility studies shall be performed on all sites being considered for new school construction. Feasibility studies shall include, but not be limited to:

- a. Utility availability,
- b. Subsurface soil conditions,
- c. ~~as well as~~ An estimate of probable cost to prepare the site for building construction

200.082. Should the local board of education desire to construct the new facility on a site where construction costs are estimated higher than those deemed **reasonable** and customary by the SBA for a school of similar size, all additional costs to prepare the site for construction of the school shall be the responsibility of the local Board of Education. ~~Consideration must be given to all factors identified in State Board Policy 6200 “Handbook on Planning School Facilities”, Chapter 2.~~

200.083. The site feasibility study along with the recommendation for the preferred site must be submitted to the SBA for ~~approval~~ evaluation and review before ~~proceeding with the acquisition of any site~~ submitting a grant request.

200.09. The Authority shall not approve any Grants or Amendments to Grants which include the funding of real estate acquisitions with grant proceeds.

201. School Construction “Needs” Grant Funds *(Formerly Appendix F)*

School Building Authority of West Virginia

PROCEDURES FOR DEVELOPMENT AND REVIEW OF CONSTRUCTION FUND PROJECTS

(Needs Funding)

APPENDIX F

~~The SBA staff will utilize the following approach to review the projects submitted by each county for competitive school construction funding.~~

~~Each county in West Virginia who has an approved CEFP is eligible for capital improvement funds from the SBA based on the needs of the facilities in their district. The project, for which SBA school construction funds are being requested, must be part of the approved CEFP to be eligible for funding consideration.~~

~~Each county shall work with the SBA staff to evaluate the needs of the facilities as indicated in the CEFP.~~

201.01. School Construction “Needs” Grants shall be allocated and expended on the basis of need and efficient use of resources.

~~201.02. Each county is responsible for determining in their facilities plan CEFP the specific project(s) for which SBA School Construction “Needs” Funds will be prioritized and requested. This individual project will be fully developed by the county working with the SBA staff, in regard to the issues indicated in Section 1.1 of the SBA Policy and Procedures Handbook West Virginia Code §18-9D-16(a)(3)(D) and have a SBA School Construction Fund Project Summary Report completed.~~

~~Proposals for school construction fund projects must be part of an approved CEFP and submitted at the request of the Authority based upon the availability of funds for distribution. Provide two (2) hard bound copies and one (1) electronic PDF file.~~

~~The Authority will review and evaluate the projects based upon criteria set forth in Section 1.1 of the SBA Policy and Procedures Handbook. The SBA Staff will make recommendations to the Authority who will deliberate A prioritized list of projects to be funded equal to the amount of the funds available during the specific funding cycle will be developed by the Authority.~~

~~The Authority reserves the right to request review of any or all projects submitted to them that they feel has special merit or extenuating circumstances.~~

201.03. School Construction “Needs” Fund grant requests will be developed, reviewed, verified, and selected based on the following requirements:

201.031. Development of the Competitive School Construction Fund Project.

a. Each county shall work with the SBA staff to evaluate the needs of the county’s facilities based on the conditions described in the CEFP. Discussions should focus on the projects impact on the county’s preventative maintenance plan, as well as, the impact on county’s efforts to operate more efficiently.

b. The proposed project, whether it is a new facility or an addition/renovation, should focus on improving efficiencies within the school district and shall be developed with integral involvement of the SBA staff.

(1) ~~If the proposed project is to be the construction of a new facility, SBA funding will be determined on the SBA funding formula. Should the county desire additional square footage for enhanced educational offerings above the SBA funding formula or to utilize property with abnormal site conditions, additional local funds may be needed to complete the desired increase in project scope or a request for a waiver must be submitted and approved by the State Superintendent of Schools and the SBA prior to submitting the Needs grant application. Should design professionals and/or cost estimating professionals be needed to assist in determining the additional scope of work or potential additional funds needed to complete the desired project, the SBA staff will assist in the advertisement and hiring process for the necessary services.~~

(2) ~~Should~~ If the proposed project is to be an addition, renovation, or mechanical/electrical system upgrade to an existing facility, the SBA staff shall assist in developing an understanding of the desired scope of work prior to with the involvement of architecture / engineering design professionals. ~~Once the scope of work is defined, the SBA staff will assist in the advertisement and hiring process of the appropriate professional services and together the final scope of work will be determined.~~

c. Once an understanding of the proposed project scope has been developed, the SBA staff ~~will assist~~ may offer assistance with the completion of the required documentation to ensure an accurate representation of the proposed project is submitted for SBA funding consideration.

201.032. Review of the competitive school construction fund projects

a. The SBA staff will evaluate the school construction fund projects grant applications in accordance with ~~WV~~ the provisions outlined in West Virginia Code §18-9D-16 as well as the mission and goals of the Authority as in §18-9D-15.

~~b. This review will utilize the following criteria to evaluate and make recommendations concerning merit for school construction funding.~~

- ~~(1) Health and safety~~
- ~~(2) Economies of Scale~~
- ~~(3) Travel Time and Demographics~~
- ~~(4) Multi-county/Regional Aspects~~
- ~~(5) Curriculum Improvement~~
- ~~(6) Educational Innovations~~
- ~~(7) Adequate Space for Projected Enrollment~~
- ~~(8) History of local funding efforts (to the extent constitutionally permissible)~~
- ~~(9) Effective and Efficient Use of Funding~~

201.033. Verification of Evaluations of Existing Facilities—~~School Construction Fund Projects~~

a. An on-site evaluation report will be prepared by the SBA staff for all ~~school construction fund~~ Needs projects grant requests throughout the state as identified by the Authority. This report will:

- (1) Verify the scope of the project
- (2) Assess cost estimates of proposed facilities
- (3) Evaluate the feasibility of the project
- (4) Consider the option of new vs. renovation
- (5) Address transportation and demographic issues

b. During the on-site review and prior to the Superintendent interview, the SBA staff will assist in developing the presentation to be used in an effort to provide the Authority Members a thorough understanding of the proposed project may offer assistance and suggestions to aid in the thoroughness of the interview.

201.034. The SBA Staff's on-site evaluation report will be provided to the Authority for consideration in their deliberation and final selection of projects to be funded from the construction funds account as a supplement to the information provided in the Superintendent Interviews meetings.

201.035. Administrative Interview – Before the Authority determines the statewide prioritized list selects projects for grant awards, members will identify projects where specific questions or clarifications are needed in order to consider the project for funding interview and ask questions of the project from the counties requesting the grants. Superintendents and county board presidents will be asked to appear before the Authority to make presentations regarding their individual projects and to answer questions of the Authority members.

Upon a majority affirmative vote of the members present, the interviews may be held in Executive Session in accordance with WV Code 6-9A-4 (9) which provides that such session may be held for: "matters involving or affecting the purchase, sale or lease of property, advance construction planning, the investment of public funds or other matters involving competition which, if made public, might adversely affect the financial or other interest of the state or any political subdivision."

a. Purpose of the Interviews

- (1) To provide an opportunity for the local board of education to express the importance of the project to the school system and its impact on the students who will attend the school;
- (2) To clarify any issue or question regarding the project;
- (3) To familiarize the SBA Members with individual projects and provide opportunity for questions prior to funding deliberations.

b. Interview Format

- (1) A short presentation by the county administration emphasizing both ~~cost savings to be gained as well as educational opportunities to be achieved~~ the severity of need the project will address and the positive effects of the proposed solutions should the project be funded. A ~~strict limitation of 5 minutes for oral presentations by each county will be enforced by the Authority.~~
- (2) Questions will be asked by the SBA Members concerning the project. ~~A 10-minute limitation will be used for this phase of the interview component.~~
- (3) Prior to the meeting, the SBA Staff will establish time limitations of approximately fifteen minutes for each county's interview. The Authority encourages strict adherence to these time limitations.
- (4) The County may provide handouts and/or photos that will help clearly address the need of this project, its impact on the quality of education, and any efficiencies the administration may gain.

c. Content of the Superintendent's Comments

- (1) ~~The presentation should address the specific costs and savings as can best be estimated from the data available to the administration. This should include such items as transportation, personnel, Operations and Maintenance and administrative costs.~~
- (2) ~~Projected timelines should be provided on the completion of design, bidding and construction components. Status of the project including architectural designs, site selection, and/or other work that has been completed prior to the interview date should be emphasized.~~

~~_____ (3) Any handouts and/or photos that will help clearly address the need of this project, its impact on the quality of education, and the efficiency of administering the county school system may be utilized during the interview process.~~

~~_____ (4) Be prepared to work with the SBA to develop a project budget for the construction of the proposed facility during this session.~~

201.036. After these steps are completed, the Authority SBA Staff will have gathered and compiled sufficient data to create a prioritized list of rankings and recommendations based upon the provisions set forth in West Virginia Code §18-9D-16. This data will be given to the Authority to make judgmental decisions as to which projects will be funded through School Construction "Needs" Grant Funds Grants.

201.037. Prior to final action on approving projects for funding, the Authority shall submit a certified list of the projects to the Joint Committee of Government and Finance.

201.038. Using all data, information, and recommendations made available by the SBA Staff, the Authority will determine the number of projects to be considered in each funding cycle and award meritorious projects to the extent funds are available.

201.1. Multi-Year Funding

201.11. Pursuant to the provisions listed in West Virginia Code §18-9D-15(n), at the discretion of the Authority with the advice of the SBA Staff, Needs projects may be awarded using funds from multiple funding cycles.

201.2. Needs Reserve Grants

201.21. Pursuant to the provisions listed in West Virginia Code §18-9D-15(n)(3), at the discretion of the Authority with the advice of the SBA Staff, the Authority may choose to award up to \$500,000 in Needs Reserve Grant funds.

201.211. Needs Reserve Grants may be awarded by the Authority to allow a LEA to complete the financial planning process for the proposed project(s) prior to funding the full request. Needs Reserve Grant Funds reflect the Authority's full approval of the project scope and unless otherwise specified by the Authority or SBA Staff, do not require the LEA to return the following year to apply, interview, and compete for School Construction "Needs" funds.

202. Major Improvement Project (MIP) Grant Funds *(Formerly Appendix B)*

School Building Authority of West Virginia
SCHOOL MAJOR IMPROVEMENT PLAN
APPENDIX B

— The West Virginia Legislature amended 18-9D of the West Virginia Code in 1994 creating guidelines pertaining to quality educational facilities and creating a School Major Improvement Fund to be administered by the School Building Authority of West Virginia.

202.01. The purpose of the Major Improvement program (MIP) Project Grant Funds is to provide needs based grants shall be allocated and expended on the basis of need and efficient use of resources to county boards of education, the State Board of Education for certain statewide educational facilities, and/or administrative councils of area vocational centers for facility renovations, maintenance and construction projects. In so doing, both short and long-term effects of building repairs and maintenance will be considered.

202.02. Grant award amounts must be with a cost greater than fifty thousand dollars but may not exceed \$1,000,000 dollars or based on West Virginia code limitations.

202.03 Projects selected for funding by the SBA must be included in an approved Major Improvement Plan (MIP) and must meet the following goals: 1. Student health and safety, including, but not limited to, critical health and safety needs; and 2. Economies of scale, including scheduled preventive maintenance: Provided that each county board's school maintenance plan shall address scheduled maintenance for all facilities within the county as a part of the LEA's current CEFP.

202.031. The Major Improvement Plan shall include a prioritized list of all the major improvement projects within the county. Such prioritized list shall be one of the criteria to be considered by the authority in determining how available funds shall be expended. In prioritizing the projects, the agency submitting a plan shall make determinations in accordance with objective criteria provided in their MIP. The MIP shall include a repair and replacement schedule for all school facilities and the manner and timeline for all activities within the plan.

202.032. All MIP facility needs must be identified in the county's current Comprehensive Educational Facilities Plan. Expenditures for all facility improvements other than normal routine maintenance shall be documented and included in the annual ongoing update provided to the SBA. Routine maintenance remains the responsibility of local educational agencies and these costs will be reported through the annual financial reporting process provided to the State Department of Education.

School Building Authority of West Virginia
MAJOR IMPROVEMENT PLAN (MIP)
APPENDIX B

General

— Each county board of education, State Board of Education, when applicable, or administrative council of an area vocational center shall develop a ten-year school Major Improvement Plan (MIP) as a section of their CEFP before seeking funds from the School Building Authority (SBA) for major improvement projects. An approved school Major Improvement Plan (MIP) is required prior to the distribution of state funds for a project pursuant to the requirements of West Virginia Code Chapter 18-9D-15. Initially, the MIP shall be submitted to the school Building Authority for approval by April 1, 1995 to qualify for MIP funding available in 1995 and shall be amended annually to summarize activities

and to identify progress being made on school improvements. The MIP shall be part and parcel of the county Comprehensive Educational Facilities Plan (Section E of the CEFP) and together

202.033. The Major Improvement Plan within the CEFP shall address the renovation, repair and safety upgrading of existing facilities, and equipment, building systems, utilities, and other similar items in connection with renovations, repair and upgrading of facilities.

202.04. Major Improvement Projects may not include such items as books, computers, equipment used for instructional purposes, fuel, supplies, routine utility service fees, routine maintenance costs, ordinary course of business improvements and other items which are customarily deemed to result in current or ordinary course of business operating expenses.

~~Major Improvement funding shall be provided by the Authority on the basis of need and efficient use of state funds for construction and renovation projects. In so doing, both short and long term effects of building repairs and maintenance will be considered. All projects submitted to the Authority for funding consideration must be compatible with the county CEFP goals and objectives as well as the overall goals of the Authority.~~

202.05. Funding will not be distributed to any county board that ~~does not have an approved school Major Improvement Plan and is not prepared to commence expenditures of such funds during the fiscal year in which the moneys are distributed;~~ g. Grant funds allocated to a county board ~~and not distributed to that county board~~ shall be available to the county board for a period of two years. Without an approved grant extension request, any funds which are unexpended after a two-year period shall be redistributed by the SBA on the basis of need from the school major improvement fund in that fiscal year in the next funding cycle.

~~I. KEY ELEMENTS OF THE PLAN~~

~~The following key elements of the major improvement plan must be included:~~

- ~~A. Goals and Objectives of the Major Improvement Plan~~
- ~~B. Historical Data Regarding Previous Building Improvement Activities~~
- ~~C. Maintenance Plan~~
- ~~D. Financing Plan~~
- ~~E. Objective Evaluation of the Effectiveness of the Plan~~
- ~~F. Summary of Project Submitted for Competitive Funding~~
- ~~G. Annual Update~~
- ~~H. Public Input Assurances~~

202.06. Major Improvement Plans within the CEFP must address the following key elements:

202.061. Sets Goals and Objectives based on the following criteria:

- a. Improves Health and Safety to meet all codes and quality standards
- b. Improves the facility(s)' ability to deliver the instruction program
- c. Increases the life expectancy of building components by establishing or improving a plan for reactive and preventative maintenance
- d. Assures the prudent and resourceful expenditure of local and state funds
- e. Establishes staff training programs for effective maintenance and custodial methods

~~A. Goals and Objectives of the Major Improvement Plan~~

Each county board of education or other administrative unit qualifying for major improvement funds shall formulate goals and objectives to be accomplished by the MIP. The goals and objectives shall reflect an

objective means to resolve deficiencies in educational facilities identified within the plan. The following aspects must be addressed within the plan:

1. Improving Health and Safety

a. Improving facilities to meet all applicable codes and federal and State Mandates (examples—EPA, Asbestos, ADA, Fire Marshal, Board of Risk, Health Department—Radon, Lead, Underground Tanks, and other applicable codes)

b. Improving Indoor Air Quality (i.e., ASHRAE)

1. Temperature

2. Humidity

3. Filtration

4. Ventilation

5. VOC (Volatile Organic Compounds)

2. Improving the Facilities Ability to Deliver the Instruction Program

3. Increasing the Life Expectancy of Building Components by:

a. Establishing or improving a Routine Maintenance Schedule

b. Establishing or improving a Preventive Maintenance Schedule

4. Assuring the Prudent and Resourceful Expenditure of Local and State Funds by:

a. Establishing Short and Long Range Cost Effective Maintenance Planning

b. Effectively and Efficiently Managing Energy Sources

c. Performing Life Cycle Cost Analysis When Purchasing Building Components

d. Establishing Cost Effective Purchasing Practices

e. Establishing Staff Training Programs for Effective and Current Maintenance and Custodial Methods

202.062. B. Reviews Historical Data Regarding Previous Building Improvement Activities

a. 1. A survey of the previous five year building improvement activities must be performed to provide a historical baseline of expenditures and improvements. Previous maintenance budgets and records of building improvements can be used to identify where funding has been concentrated, where the greatest needs may exist and the scope of future countywide improvements.

2. A five year history of maintenance expenditures must be performed to qualify for funding. County boards of education must have budgeted in the current fiscal year, an amount equal to the average of the lowest three years expenditures out of the past five years. This information must be included with the annual CEFP update.

b. 3. County maintenance expenditures should be comparable to the average regional and national square footage costs and reflects sufficient funding to adequately support the number of facilities being maintained. When insufficient funding is discovered, a plan of action should be implemented to address the shortfall. Areas of consideration should be:

a. An increase in local building improvement funding

b. More efficient use of funds

c. Increased performance of the in-house staff (i.e., staff development)

d. Additional staff or assistance through contracted maintenance

e. A reduction in the number of buildings to be maintained

f. Life cycle cost analysis is recommended to help identify the most cost-effective means to improve maintenance activities

C. ~~_____~~ The Maintenance Plan

~~202.063. Included~~ Include a ~~as a component of the Major Improvement Plan shall be a facility maintenance plan. The Maintenance Plan shall further the goals and objectives of the overall Major Improvement Plan and address~~ that addresses specific needs of each facility by identifying building maintenance and improvement strategies that will improve the health and safety of the facility and extend the building's useful life. Major components of the Maintenance Plan are:

- ~~_____~~ Facility Evaluations
- ~~_____~~ Building Components
- ~~_____~~ Priorities ~~List of Deficiencies~~
- ~~_____~~ Preventive and Routine Maintenance Plan
- ~~_____~~ b. Methods for Performing Maintenance
- ~~_____~~ c. Maintenance Plan Cost Summary
- ~~_____~~ d. Timeline for Implementing the Plan

1. ~~_____~~ Facility Evaluation (SBA Form 134)

~~Determining the present condition of building components as well as the overall condition of each facility is a vital part of school improvement. An evaluation of the building envelope and major components must occur and a detailed assessment performed in order to determine prioritized needs. Local and state funding should be directed toward improving those areas of the facility that address the goals and objectives of the CEEP, Major Improvement Plan and those of the Authority.~~

2. ~~_____~~ Building Component Inventory (SBA Form 135)

~~The success of the MIP will be contingent upon accurate information compiled on building components and an effective plan to maintain these components in a well organized cost effective manner. An inventory of types and quantities of equipment and materials including descriptive data must be recorded and placed in a maintenance inventory plan for reference. The identified building component within the inventory can then be maintained based on a prioritized schedule for optimum use.~~

~~_____~~ a. 3. A List of ~~Deficiencies and Priorities~~ Deficiencies (SBA Form 136) The maintenance plan ~~which~~ shall include a list of site specific building deficiencies prioritized by need as reflected in the goals and objectives of the major improvement plan. Such priority list shall be one of the criteria to be considered by the Authority in determining how available funds shall be expended. ~~Prioritized maintenance projects may qualify for MIP funding.~~

~~_____~~ b. 4. Preventive and Routine Maintenance Plans The ultimate goal of any maintenance program is to maintain building components in a manner that reduces emergency repairs and extends their useful life. The maintenance plan should begin with a program to perform maintenance on building components that may fail if not properly maintained and in so doing may adversely affect the health and safety of the building occupants and the operational budget of the county. The preventative and routine maintenance program that is to be established must ~~include long and short range objectives~~, identify the specific programs for each building and a detailed list of scheduled maintenance to be performed. The maintenance plan shall be developed in cooperation with the State Department of Education Office of School Facilities.

~~_____~~ c. 5. Methods for Performing Maintenance Various approaches will be taken to performing building maintenance. In house and contracted maintenance staff or a combination of the two are currently being used. The program should ~~that~~ identify the most cost-effective manner of performing the vital maintenance program. Special emphasis must be given to staff development for in-house maintenance staff and the development of experience and qualification requirements for contracted maintenance services. A copy of the staff development program and staff experience for persons performing maintenance duties shall be made available for SBA review upon request.

d. 6. Maintenance Plan Budget Cost Summary that includes the annual and long range cost of implementing the maintenance plan as well as the anticipated expenditures should the program not be implemented must be included in the plan. ~~Identified cost should include but may not be limited to the following:~~

- ~~a. Maintenance Plan Program Development~~
- ~~b. Staff Development~~
- ~~c. Preventive Maintenance Initiative~~
- ~~d. Routine Maintenance~~
- ~~e. Equipment Replacement Cost~~
- ~~f. Materials and Equipment Associated with the Program~~
- ~~g. Avoided Expenditures (should the program be implemented)~~

 7. Timeline for Implementing the Plan

The full implementation of the maintenance plan will occur over the ten year period covered by the initial plan. However, milestone dates must be established that coincide with the prioritized list of maintenance to be performed. Specific objectives must be indicated in the plan and progress toward the completion of projects reported in the annual update submitted to the SBA. Also, included in the timeline for the replacement of facilities should be directly related to the costs required for its maintenance and its ability to facilitate the delivery of the desired educational program.

D. Major Improvement Finance Plan

 202.064. Include a plan for financing for the Major Improvement Plan may come from a number of sources, the major contributor being local funds. The intent of the School Building Authority's Major Improvement Program is to provide state funds on an annual basis to assist the counties in doing major improvements for projects exceeding \$50,000 and less than \$1,000,000. These funds shall not supplant local funding for school improvements and will be distributed on a school construction fund "needs" basis. However, county boards of education must comply with the provisions of 18-9D as well as the SBA guidelines described herein to qualify for funding. Projects that do not comply with the funding criteria established by the SBA must be addressed using other funding sources. Consideration should be given to the local maintenance budget, local bond proceeds or federal and state grants (Energy, Asbestos, ADA, and Special Education Grants, etc.). Consideration should also be given to approved lease purchase programs, performance-based contracting or reinvestment of saving derived from capital improvement projects funded from local or state dollars. The Major Improvement Plan must identify the funding source for each project identified in the ten-year plan regardless of the immediate availability of the proposed funding. Additionally, the following criteria should be considered when preparing the financial strategy to implement the plan:

 1. Major Improvement Funds shall be used in conjunction with local funds to effectively and efficiently meet the needs of educational facilities. Major Improvement Plan funds will not be used to supplant local maintenance funds.

 a. 2. Major Improvement Plan funding should not be used for projects in schools/facilities targeted to close within the Comprehensive Educational Facilities Plan.

 b. 3. Student occupied facilities shall be given first priority for improvements.

 4. Funding for schools that do not meet Economies of Scale will be based on:

 a. A waiver being granted for a school project when the specific school is determined to be geographically isolated from other school populations and eliminates the potential for attaining enrollment economies.

b. A waiver being granted when a school is the only facility in the county that provides service to students in the particular grade levels included in the school. For example—Is this the only middle/high school or elementary school in the county?

5. Projects within the Maintenance Plan that are eligible for Major Improvement Plan funding will be awarded on their ability to further the overall goals of the Agency's CEFP, Major Improvement Plan and the overall goals of the SBA.

6. Funding will not be distributed to any agency that does not have an approved school major improvement plan or to any agency that is not prepared to commence expenditures of such funds during the fiscal year in which the monies are distributed. Funding shall be deposited in an SBA account to the credit of that agency, such funds will remain to the credit of and available to the agency for a period of two years. Any monies which are unexpended after a two year period shall be redistributed by the SBA on the basis of need from the school major improvement fund in that fiscal year.

c. 7. Agencies may use monies provided by the authority in conjunction with local funds derived from bonding, special levy or other sources. Distribution to a county board or to the state board or the administrative council of an area vocational educational center will be in accordance with a payment method approved by the Authority.

E. Objective Evaluation of the Effectiveness of the Plan

~~Evaluating the success or failure of building improvement strategies must be quantified and adjustments made when the effects of a particular project or series of projects is known. Each project submitted to the SBA for funding consideration must be accompanied by a specific objective to be accomplished and thereby creating a means to evaluate how the project succeeded or failed to further the goals and objectives of the project and the overall plan. The evaluation shall be submitted upon request to the SBA at intervals appropriate to measure the short and long range effects of a project or improvement plan.~~

202.07. F. Major Improvement Project (MIP) Submission, Requirements Review, and Selection Procedures (SBA Form 165—Executive Summary)

202.071. Projects shall be developed and submitted according to the established criteria in WV Code §18-9D-16 using the MIP Executive Summary Submission Form. All data provided must reflect an accurate representation of the proposed project. Supportive data for projects submitted for funding consideration by the SBA shall meet is required to show how the project meets the requirements of the LEA's Major Improvement Plan indicated herein and sufficient data must be included to address how the current facilities do not meet and how the proposed project does meet the following goals as established in §18-9D-16(a)(3)(D).

1. Student health and safety;
2. Curriculum improvement and diversification, including computerization and technology and advanced senior courses in science, mathematics, language arts and social studies;
3. Adequate space for projected student enrollments;
4. Economies of scale, including compatibility with similar schools that have achieved the most economical organization, facility utilization and pupil teacher ratios;
5. Reasonable travel time and practical means of addressing other demographic considerations (see State Board of Education Policy regarding travel time limitations);

6. Multi-county and regional planning to achieve the most effective and efficient instructional delivery system—If a project is to benefit more than one county in the region, the submission data shall state the manner in which the cost and funding of the project shall be apportioned among the counties;
7. Innovations in education;
8. To what extent does the project demonstrate an effective and efficient use of funding;
9. To what extent does the project impact the agency's preventive maintenance plan; and
10. To what extent does the project further the overall goals and objectives of the SBA and the MIP.

G. — Annual Update (SBA Form 145 A & B)

The Major Improvement Plan shall be updated annually to reflect projects completed and new or continued needs remaining to be addressed. Also, building improvement activities in the previous year shall be documented and a detailed summary of the accomplishments provided to SBA for review. This information shall be provided to the SBA with the CEFPP Annual Update on or before December 1, 1996, and continue each subsequent year. The SBA may require that a county, the state board or the administration council of an area vocational center modify, update, supplement or otherwise submit changes or additions to an approved Major Improvement Plan pursuant to the requirements of 18-9D-16(J).

H. — Public Input Assurances

Pursuant to Section 18-9D-16c of the West Virginia Code, the Major Improvement Plan shall include assurances of broad based public input in the planning process. The submission of each plan shall be accompanied by a synopsis of all comments received and a formal comment by the county board, the State Board or the administrative council of an area vocational educational center submitting the plan. A committee made up of the administrative staff having expertise in school construction and maintenance, and other staff members as determined by the superintendent as well as lay persons from the community shall cooperatively develop the plan. Once developed, the proposed plan shall then be made available for public comment for a period of 30 days prior to public hearing and submission to agency's board for approval. The approved plan shall then be submitted to the SBA for final review and approval.

I. — Amending the Plan

The Major Improvement Plan may require amendments in response to changing facility conditions. SBA Form 106 must be used to amend the scope of a project. Budget Amendments relating to the plan or a specific project within the plan must also be requested using SBA Form 106. Refer to Section 1.6 of the SBA Policy and Procedures Handbook for additional amendment requirements.

J. — Project Selection Process

202.072. MIP Grant requests shall be submitted as a part of the annual CEFPP and MIP update in accordance with 2.4 F of the SBA Policy and Procedure Handbook. All submitted MIP Projects will be reviewed and evaluated by the SBA staff using the Project Evaluation Instrument (SBA Form 134) evaluation criteria as outlined in §18-9D-16(a)(3)(D). Meritorious projects will be selected on the basis of their compliance with the following review criteria:

1. Health and safety
2. Curriculum and improvements
3. Adequate space for project enrollment
4. Economies of scale
5. Travel time and demographics
6. Multi-county and regional cooperation
7. Educational innovations
8. Effective and efficient use of funds
9. Preventive maintenance

~~10. Furtherance of local and SBA goals and objectives~~

~~Projects shall be submitted annually for SBA consideration. The authority will provide submission dates annually to eligible agencies requesting SBA consideration for MIP funding. Projects not received by the deadline established will not be considered. Each project submitted will be evaluated by the SBA staff and On-site visits will be performed as necessary to familiarize the staff with all aspects of the project and to verify the submitted data. Interviews by the SBA Staff will be held with the superintendents or project representatives for statewide or area vocational projects when additional information regarding the specifics of the proposal is needed. After the staff review process is complete, the project data will be provided to the ~~School Building~~ Authority for final consideration. The staff review will include a recommended priorities list of statewide projects for SBA consideration.~~

202.073. Using all data, information, and recommendations made available by the SBA Staff, the Authority will determine the number of projects to be considered in each funding cycle and award meritorious projects to the extent funds are available.

203. Three Percent Grant Funds

203.01. Three percent (3%) of the total funds available to the Authority for distribution from the School Construction Fund during any cycle may be utilized to award Three Percent Grants. Three Percent Grants shall be allocated and expended on the basis of need and efficient use of resources.

203.02. Facilities eligible for three percent funding include:

203.021. Facilities that serve the statewide educational community.

203.022. Facilities that house educational programs under the jurisdiction of the West Virginia Board of Education.

203.023. Multi-County vocational-technical centers.

203.03. Projects shall be developed and submitted according to the established criteria in WV Code §18-9D-16 using the Three Percent Project Executive Summary Submission Form. All data provided must reflect an accurate representation of the proposed project.

203.04. All submitted MIP Projects will be reviewed and evaluated by the SBA staff using the evaluation criteria as outlined in §18-9D-16(a)(3)(D). On-site visits will be performed as necessary to familiarize the staff with all aspects of the project and to verify the submitted data. Interviews by the SBA Staff will be held with project representatives for statewide or area vocational projects when additional information regarding the specifics of the proposal is needed. After the staff review process is complete, the project data will be provided to the Authority for final consideration. The staff review will include a recommended priorities list of statewide projects for SBA consideration.

203.041. The SBA Staff will consult with the WV Department of Education's Career & Technical Education's Staff prior to making recommendations to the Authority.

203.05. Using all data, information, and recommendations made available by the SBA Staff, the Authority will determine the number of projects to be considered in each funding cycle and award meritorious projects to the extent funds are available.

204. Emergency Funds (Formerly Appendix D)

School Building Authority of West Virginia

EMERGENCY FUND

APPENDIX D

To receive Emergency Funds from the SBA, the Local Education Agency (LEA) must meet the following eligibility criteria and must follow the application process as follows:

~~I.~~ 204.01. Eligibility Criteria

~~A.~~ 204.011. The emergency situation must have been generated by an Act of God, i.e., fire, wind, flood, storm, earthquake, etc.

~~B.~~ 204.012. Federal, state and local funds for emergency repair/replacement must have been identified and exhausted.

~~C.~~ 204.013. All insurance claims must have been filed and amount of settlements determined. Insurance should be at the cost of replacement level or at the highest level available.

~~II.~~ 204.02. Application Process

~~A.~~ 204.021. Immediate Notification

1. If it is anticipated that SBA funds will be requested, immediate notification and involvement of the SBA staff is required.

2. Within 10 days of the emergency, the county must submit to the SBA a detailed report to describe:

- a. the extent of the damages,
- b. the effect of the damages on the educational program, and
- c. the temporary measures taken to provide services to students.

~~B.~~ 204.021. Formal Application Process

1. The county must submit to the SBA documentation to verify the eligibility of the project based on the eligibility criteria above.

2. A facility plan designed to repair or replace the damaged properties must be submitted to the SBA. The facility plan must include data regarding:

- ~~a. enrollments, present and 8th year projection,~~
~~b. economies to be implemented by the project,~~
e a. effect of the project on the educational plan, and
d b. detailed description of work to be completed.

3. A Finance Plan for the project must be submitted to the SBA. The plan is to include:

- a. Amount and description of local funds committed to the project,
- b. Amount and description of federal funds available for the project,
- c. Amount of any insurance settlement from the damages,
- d. Amount of funds available from all other sources, and
- e. Amount requested from the SBA. Support data must be provided to verify

estimates of costs.

4. All data must be submitted at least ~~one month~~ two weeks prior to the ~~quarterly~~ SBA meeting at which the request will be made. This will provide time for staff review and visitation.

5. Any grant from the SBA Emergency Fund is subject to the approval of the Authority and shall not exceed two million dollars (\$2,000,000). The county superintendent must appear before the SBA with a formal proposal presentation regarding the request for funds. ~~Presentation is to be limited to ten minutes.~~

~~6. Emergency Fund Grants are subject to the usual guidelines and regulations of the SBA regarding the expenditure of funds, including the economies of scale. Any project proposed for funding from the SBA Emergency Fund must be included in the county and regional CEFP.~~

205. Distressed County Emergency Funds

205.01. Pursuant to the provisions as listed in West Virginia Code §18-9D-4d, at the discretion of the Authority with the advice of the SBA Staff, the Authority may choose to award Distressed County Emergency Funds.

205.02. To be eligible to receive SBA funds from the Distressed County Emergency Fund, a county must be considered “financially distressed” meaning a county is either in deficit or on the most recently established watch list by the WVDE Office of School Finance of those counties at-risk of becoming in deficit.

205.02. A financially distressed county board of education is eligible for reimbursement by the SBA for expenditures in order to keep the school(s) or major core spaces within a school open and operational.

205.03. Application Process

205.031. The Superintendents of eligible counties must notify the SBA Staff immediately of the emergency facility needs. SBA Staff representatives shall visit the affected school(s) in a timely manner to verify the level of need.

205.032. Before expending local funds, all other federal, state, or other potential funding sources for emergencies must be exhausted.

205.033. Eligible county boards of education must submit a letter of request for a grant allocation from the Fund. Each letter shall include the following:

- a. Name of the School(s) affected
- b. Description of the proposed solution
- c. Estimate of probable cost or invoice for work/services performed
- d. Description of the necessity for a grant from the Distressed County Fund

205.034. The SBA Staff may inspect all maintenance or inspection records related to the county board of education’s request.

205.035. Using the guidance of the WVDE’s Office of School Finance, the Authority may require additional information regarding the county board of education’s annual budget.

205.036. The Authority will consider requests brought by the SBA Staff on behalf of the county boards of education in a special emergency meeting or a regular quarterly meeting.

206. School Access Safety Plan Funds *(Formerly Appendix K)*

SCHOOL ACCESS SAFETY PLAN

General

When funding for School Access Safety Improvements for schools in West Virginia is made available from an earmarked allocation from the West Virginia Legislature, the following criteria applies:

~~206.01. The Governor has introduced legislation that will create a School Access Safety Fund that will be managed by the School Building Authority of West Virginia. This new legislation will provide funding for School Access Safety Improvements for schools in West Virginia. To qualify for School Access Safety Funding, each county board of education shall develop a School Access Safety Plan. The plan must be incorporated into the county CEFP. An approved School Access Safety Plan is required prior to the distribution of state funds for a project pursuant to the requirement of West Virginia Code Chapter § 18-9F.~~

The School Access Safety Plan shall be prepared in consultation with the Countywide Council on Productive and Safe Schools. Once completed, the School Access Safety Plan shall be submitted to the School Building Authority for review and approval in order to qualify for School Access Safety funding. The plan shall be amended annually to summarize activities and to identify progress being made on projects in the plan. The School Access Safety Plan shall become part of the county comprehensive educational facilities plan and together address the safety upgrading of existing facilities and equipment, building systems, utilities and other similar items in connection with improving the overall access safety and security of the facility. Projects must directly address planning, deterrence, detection, delay and communication issues associated with the ingress and egress of pupils, school employees, parents, visitors and emergency personnel at the schools.

A School Access Safety Audit will be performed and become an integral part of the plan. The SBA approved audit format must be used. The audit must be performed prior to formulating the School Access Safety Plan to establish a basis for current conditions and formulation of the plan. In so doing, both short and long-term effects of building access safety improvements will be considered.

School Access Safety funding shall be provided by the Authority on the basis of net enrollment and the efficient use of state funds for school access safety improvement projects. In order to secure School Access Safety funding, an amount equal to or exceeding 15% of the funding available to the county as a local match will be required. Should a county board feel it cannot fulfill the 15% local match requirement, the county board of education may submit a financial hardship waiver request to the Department of Education for review and consideration. Upon review and approval of the request by the State Board of Education, the Authority shall waive the local match requirement and distribute the funding upon approval of the School Access Safety project by the Authority.

Each county board will be notified on or before May 1 of each year as to the availability of School Access Safety funds. With this notification, the amount of funding and timeline for project submission will be provided. A county board of education may use up to twenty percent (20%) of the allotted Safe and Drug Free Schools (Title IV) funds as part of the 15% required local matching funds. Additional Title IV funding may be used to provide training for staff and students as outlined in the Title IV Section of the County Five Year Strategic Plan and approved by the West Virginia Department of Education.

All projects submitted to the Authority for funding consideration must be compatible with the county Comprehensive Educational Facilities Plan goals and objectives as well as the overall goals of the Authority and the School Access Safety Plan.

Funding will NOT be distributed to any county board that does not have an approved School Access Safety Plan, does not have the 15% matching funds available and is not prepared to commence expenditure of funds during the fiscal year in which the moneys are distributed. If a hardship waiver is approved, the 15% matching funds will not be required.

Grant funds allocated to a county board and not distributed shall be available for a period of one year. To encourage county boards to proceed promptly with School Access Safety Planning and the expenditure of School Access Safety funding, the SBA will require that approved grant funds be expended within one year of the allocation. Should extenuating circumstances exist, as determined by the SBA, that would prevent the county board from expending the funding within the one year, the SBA may authorize an extension beyond the one year for a period not to exceed six months. Any funds forfeited shall be added to the total funds available for all counties in the School Access Safety Fund of the Authority for future allocation and distribution.

206.02. School Access Safety Plan

The School Access Safety Plan shall include the recommendations and guidelines developed by the Countywide Council along with the county board's assessment of the improvements necessary to improve school access safety. The plan shall address the access safety needs of all school facilities and include a projected school access safety repair and renovation schedule. The plan must be approved by the SBA prior to the distribution of state funds. ~~The plan shall minimally include the key elements referenced in Item I, A-J. Initially,~~ The School Access Safety Plan must be submitted to the SBA for review and approval prior to submitting projects.

~~Key elements of the School Access Safety Plan include:~~

- ~~A. Goals and Objectives of the School Access Safety Plan~~
- ~~B. School Access Safety Audit~~
- ~~C. Countywide Inventory of Each Facility and Associated Reporting~~
- ~~D. Identification of a School Safety and Security Committee~~
- ~~E. Training/Drills for Staff and Students~~
- ~~F. Summary of Projects within the Plan~~
- ~~G. Finance Plan~~
- ~~H. Annual Update~~
- ~~I. Objective Evaluation of the Implementation of the School Access Safety Plan~~
- ~~J. New School Design Recommendations~~

The SBA will require the School Access Safety Audit be addressed first, and once completed, the audit will be required to be submitted to the SBA for review and approval prior to proceeding with the remainder of the plan. A preliminary plan and plan outline must then be submitted to the SBA office for review and comment to insure the plan contains all key elements identified in the plan outline. This process is a prerequisite to qualifying for School Access Safety funding. The preliminary plan shall also include the name and contact information for the Countywide Council on Safe and Productive Schools and the contact information for the members of the School Safety and Security Committee. Each preliminary plan must include a uniform emergency management policy that describes the county's notification procedures to be followed in the event of an emergency at each school. It will also include an example of signage to be prominently displayed at each school giving the procedures to follow in the event of an emergency as well as contact numbers for emergency assistance. The preliminary plan will be reviewed by the SBA and comments will be provided that will direct the county to continue on the basis of the approval of the preliminary plan or to address additional SBA comments and resubmit the preliminary plan for a second review.

The School Building Authority staff will evaluate the final School Access Safety Plan and recommend approval to the members of the Authority. Once the plans are approved, the county board will submit the list of projects anticipated each funding cycle to the Authority for funding consideration. The Authority will consider whether the proposed projects are in furtherance of the School Access Safety Plan and in compliance with the guidelines established by the Authority. Consideration will also be given by the Authority as to whether the project will assure the prudent and resourceful expenditure of state funds, whether the project advances student health and safety, if the project addresses regularly scheduled preventive maintenance or updates of existing access safety equipment or building components. Each county board receiving funds pursuant to this article shall conduct an annual on-site inspection and submit an audit review to the State Board of Education. The inspection shall be conducted in accordance with the provisions of the Department of Education's Handbook on Planning School Facilities.

206.03. ~~H.~~ Detailed Requirements for Each Section of the School Access Safety Plan

206.031. ~~A.~~ Goals and Objectives of the School Access Safety Plan

Each county board of education qualifying for School Access Safety funding shall formulate goals and objectives to be accomplished by the School Access Safety plan. The goals and objectives shall reflect an objective means to resolve deficiencies cited within the School Access Safety Audit. While it may be impossible to prevent intruders in schools, it is incumbent upon school administrators to implement policies and procedures that will deter, detect, and delay unauthorized persons attempting to enter school property. Should an intruder gain access, an effective means of communicating to students, staff, the West Virginia State Police, local law enforcement officials and the community must be developed. Based on these basic assumptions, the following must be addressed within the plan:

1. Site Security

- a. Limiting, where possible, access to school sites
- b. Elimination of visual barriers blocking views to entrance driveways and pedestrian walkways
- c. Signage
- d. Structural barriers to control vehicle access to student gathering areas and building entrances
- e. Preparation of diagrammatic school plans that illustrate site utility locations, play areas, parking, bus loading areas, building locations with entrances labeled
- f. Sharing informational strategies with law enforcement
- g. Implementing, where possible, a closed campus program to help protect students and staff at the school

2. Building Security

- a. Controlling access from pre-assigned entrances to the remainder of the school
- b. Establishing a controlled point of entrance at pre-assigned doors
- c. Establishing visitor monitoring and identification process
- d. Provide security for primary and secondary entrances
- e. Monitoring entrances and controlling visitor entrances
- f. Identification of all door entrances (numbering inside & outside)
- g. Upgrading doors and hardware
- h. Installation of alarm systems
- i. Installation of two-way communication capability
- j. Providing diagrammatic layouts of the building that indicate all rooms with room numbers, interior and exterior doors with door numbers and the direction of the door swing, main utility shut-offs and other pertinent information that would be provided to emergency management personnel should they be needed at the school. Additionally, the building common areas should be color coded to allow quick identification and all school safety signage should match the color code of the common area.

3. Communication

- a. Establish two-way communication between administrative areas and classrooms
- b. Establish notification procedures between school and local law enforcement
- c. Establish protocol for shelter in place and building lockdown should an intruder enter the building
- d. Consent from the Countywide Council and advise council on productive and safe schools
- e. Establish an evacuation plan for each facility and communicate the plan to school staff and parents.

206.032. B- School Access Safety Audit

Each county will be responsible for conducting an audit to review the current state of access safety in all schools prior to preparing the School Access Safety Plan. The School Access Safety Audit shall be performed using the SBA approved audit format. The audit will help identify school access safety deficiencies and help the school access safety committee begin to formulate the basis of the School Access Safety Plan. Based on this information and the goals and objectives of the plan, a list of priority projects that will improve and control access to schools can be formulated.

This audit, at a minimum will:

- a. Establish procedures for identifying problems and recommending solutions for school access safety deficiencies
- b. Evaluate current deterrents that discourage, hinder or impede intruders from entering school buildings and grounds
- c. Inventory existing detection and control devices and alarm systems
- d. Evaluate current physical barriers that slow and impede unauthorized acts once detected
- e. Identify improvements necessary to existing communication equipment
- f. Establish a chain of command at the school and county level for effective communications with the local school, county and emergency management and law enforcement agencies.

206.033. C- Countywide Inventory of Each Facility and Associated Reporting

1. Each county board shall provide an estimate of probable cost to correct identified deficiencies using the School Access Safety Repair and Renovation Schedule. The individual school costs shall be amended into the current CEFPP Finance Plan and recorded as a separate total dollar amount for each school. These deficiencies and costs will be reviewed annually and updated as a part of the local board annual update report provided to the SBA and the State Department of Education. The audit must also be included in the plan and performed in cooperation with local law enforcement and emergency services. Copies of the audit including building name, address and number of students and staff must be provided. A building diagram must be provided to the West Virginia State Police, local law enforcement, the Department of Military Affairs and Public Safety, Division of Homeland Security and Emergency Management, West Virginia Department of Education, Office of School Facilities and the State Fire Marshal's Office in an electronic format. Include a chain of command list of individuals at the school and county level along with phone numbers. The diagrams must include the current room layouts, location of windows, doors (with swing direction) and all utility entrances and shutoffs. All new school (and existing schools, if available) as-built drawings must be secured in a central location identified in the School Access Safety Plan and must be available to emergency responders upon request. The Department of Education will verify the location and condition of the as-built drawings for all new schools during their annual maintenance and custodial reviews and report their findings to the SBA office.

2. A countywide inventory of each school facility's interior and exterior classroom and administrative doors shall be performed. The inventory shall include:

- a. The number of controlled points of ingress to the school.
- b. The number and placement of exterior doors and windows.

- c. The inventory and condition of all monitoring systems on exterior doors.
- d. The location and condition of automated locking devices.
- e. The availability of two-way communication between points of ingress to the school.
- f. The availability of alarm hardware and/or remote visitor access systems on points of ingress.

3. The following reports must be included within the plan:

- a. A copy of the current statute of school crime committed on school grounds.
- b. A projected school access safety repair and renovation schedule for all schools.
- c. A prioritization process for all projects in the plan.
- d. An itemized cost summary for recommended improvements.
- e. A regularly scheduled preventive maintenance plan for safety and security equipment.

206.034. ~~D.~~ Identification of a School Safety and Security Committee

Each school shall have a School Safety Committee that will meet at least annually to review matters of school safety and make recommendations for the improvements of school access safety at the school and community level. The committee shall be made up of members of the school administration, teaching staff, school counseling staff, if available, student representation (at the secondary level, only), a Local School Improvement Council representative, a parent representative, the West Virginia State Police, local law enforcement, local emergency services and the community at large. The local School Safety Committee will prepare a baseline audit and provide an annual report based on their inspection of the facility to the superintendent regarding school safety and security on or before October 1 of each school year. The report will include a summary of the school access safety projects completed or in progress and the committee's assessment of the project's effectiveness. The committee will review the school safety needs as they relate to the existing School Access Safety Plan and make recommendations for amendments to the plan. The superintendent and staff will review the committee recommendations and recommend amendments to the plan, if required. The annual update to the plan provided to the SBA and the State Board of Education will reflect proposed new projects, completed projects and/or amended projects in the plan.

206.035. ~~E.~~ Training/Drills for Staff and Students

The School Access Safety Plan for each school and the School Safety Committee recommendations shall be reviewed during the local school improvement council meetings at least annually or as items for discussion occurs. Schools are encouraged to cooperate with other schools to provide staff training regarding school access safety. All teachers and administrators should be aware of the county policies regarding school safety. Students should be provided with age appropriate training regarding the procedure they should follow in the event of an emergency. Additionally, the student code of conduct established by the county should be reviewed by the school staff and the school safety committee. Student and parental responsibilities regarding the prevention of harassment, intimidation and bullying in schools should be reviewed and updated annually. ~~To assist with this process, county boards must comply with State Board of Education Policy 4373. The Anti-Bullying Audit (SBA 174) must be completed and included in the School Access Safety Plan.~~ Local boards should solicit the West Virginia State Police, local law enforcement and emergency service trainers to advise teacher and students regarding their participation in the overall improvement of school access safety. Scheduled lockdown drills and communication capabilities in cooperation with local law enforcement are also encouraged to prepare students and staff for unauthorized intrusion on school property, should measures fail. Existing school safety training may be used to fulfill these requirements; however, school access training derived from input of the School Access Safety Audit must be incorporated into the training.

206.036. ~~F.~~ Summary of Projects within the Plan

The School Access Safety Audit will identify deficiencies at each facility with regards to school access safety. Projects proposed in the plan will be identified for each facility and the estimate of probable cost

will be provided. Initially, the project costs will be listed on a separate document and placed in the School Access Safety Plan section incorporated into the countywide comprehensive educational facilities plan (CEFP). Approved expenditures include the cost of equipment, machinery, installation of utilities, necessary renovation and attention to existing facilities, design fees and associated costs for building improvement packages directly related to the project. Alterations to ingress and egress must meet all building codes including West Virginia Fire Code and Life Safety Code 101 and must be approved by the State Fire Marshal. Professional architectural and engineering services may also be required when substantial building alterations are planned to improve the school access safety. All projects identified in the plan will be prioritized using the prioritization process within the existing county CEFP. The SBA School Access Safety Repair and Renovation Schedule will be used to identify projects at each school. The project cost summary sheet must also identify all funding sources proposed for each project.

At the conclusion of the 2000-2010 planning cycle, the School Access Safety Plan projects will be incorporated into the 2010-2020 CEFP and will then be included along with other improvement projects in the plan on the School Improvement Cost Summary sheets. School Access Safety projects will be identified on the Cost Summary Sheet. Each project within the plan must further the overall goals of the School Access Safety Plan and the goals and objectives of the School Building Authority.

206.037. ~~G~~. Finance Plan

Initially, the finance plan for the School Access Safety Plan will be included in a separate chapter of the countywide CEFP. This information will be incorporated into the finance plan for the new ten-year CEFP beginning with the 2010-2020 planning cycle and thereafter. The SBA School Access Safety Repair and Renovation Schedule will be used to identify projects, priorities, completion dates, costs and funding sources in the finance plan. A cost summary of each implemented project along with the identified funding source(s) must be provided, including the required local matching funds. The summary of the School Access Safety Plan cost should total the individual project cost totals including all soft costs, where applicable.

206.038. ~~H~~. Annual Update

Each county board shall provide the SBA an annual update of the progress on the plan. The update shall be incorporated into the county's CEFP Annual Update and shall include a list of completed School Access Safety Plan projects and a list of proposed projects. School Access Safety diagrams must also be updated annually if there are structural changes made in the school. This will require annual reviews by the county facility personnel to insure accurate building information is always available to emergency responders. Should there be new projects and the plan requires amendments, the SBA/SDE amendment procedures must be followed. Additionally, the annual update should include amendment information that relates to the new projects. The SBA School Access Repair and Renovation Schedule must be used to record the projects initially and updated annually as required.

206.039. ~~I~~. Objective Evaluation of the Implementation of the School Access Safety Plan

The School Access Safety Plan shall include an objective means to be utilized in evaluating the implementation and effectiveness of the plan and each project included in the plan. The evaluation shall measure how:

1. Each project furthers the goals and objectives established for the plan,
2. Completed projects within the plan contribute to improving school access safety, and
3. The School Access Safety training and drills help prepare students and staff for emergency response to intruders in the school.

206.0310. ~~J~~. New School Design Recommendations

Where SBA funding is provided for the design and construction, all new schools shall be designed and constructed using Crime Prevention Through Environmental Design (CPTED) concepts that also address

School Access Safety. Additionally, when major additions and renovations occur at existing schools these same design concepts must be incorporated into the project scope of work. The School Access Safety design issues identified in the School Access Safety Audit must also be incorporated into new school designs. Local law enforcement and emergency services officials should be consulted during the planning phase of the new school design to provide input regarding emergency services. All school designs must be submitted to the SBA for review and comment as provided for in the SBA Guidelines and Procedures Manual.

206.0311. ~~K~~ School Design Updates

The State Office of Homeland Security maintains digital mapping and vulnerability and risk assessments for all schools. As a result, all West Virginia schools are being evaluated and mapped in accordance with provision of the Division of Military Affairs and Public Safety (DMAPS) and the State Office of Homeland Security. Funding has been provided for the initial survey and mapping. However, this program will only be effective if the building design characteristics are kept current. Therefore, it will be the county board of education's responsibility to update the building designs when they are altered from the design in place when the initial survey occurred. As a part of the CEFPP annual update, counties are required to provide assurances that building design alterations that materially affect the building area, layout or change the initial data collected by the digital mapping is changed. This information shall be forwarded to the State Office of Homeland Security upon completion of the project and provided annually for all other school remodeling.

206.04. ~~III~~ SBA Review of School Access Safety Projects

As funding becomes available, the SBA will notify county boards of the submission schedule for projects. The amount of funding for each county will be provided to allow counties to match their project scope of work with the funding available. The SBA will review each project based on the following:

1. How the School Access Safety Project advances student health and safety needs;
2. How the School Access Safety Project will assure prudent and resourceful expenditure of state funds, and
3. How the project furthers the overall goals and objectives of the School Access Safety Plan, the county board's comprehensive educational facilities plan and the overall goals and objectives of the SBA.

207. School Building Authority Requirements for Economies of Scale (Formerly Appendix A)

Student Enrollment Requirements to Meet

School Building Authority of West Virginia Guidelines for

ECONOMIES OF SCALE

APPENDIX A

207.01. Student Enrollment Requirements to Meet SBA Guidelines for Economies of Scale (EOS)

The following table indicates the enrollment needed for a school to be eligible for SBA funding without the need for an economies of scale waiver. This size is based upon their grade structure. The recommended school sizes to effectively meet economies of scale are as follows:

Pre-Kindergarten (Pre-K) & Kindergarten (K)	Two classes <u>per grade level</u> – 20 students per class
Elementary Schools Grade levels 1-8	Two classes <u>per grade level</u> – 25 students per class
Middle Schools Grade levels 6-8	450 <u>125</u> students per grade level
High Schools Grade levels 9-12	200 <u>150</u> students per grade level

207.011. The following chart below represents typical grade configurations and the minimum enrollment requirements to meet economies of scale.

Grades	100% Enrollment Required	Grades	100% Enrollment Required
<u>ELEMENTARY SCHOOLS</u>			
K only	40	K-9	590
K-1	90	K-12	1,590
K-2	140	1-3	150
K-3	190	1-4	200
K-4	240	1-5	250
K-5	290	1-6	300
K-6	340	1-7	350
K-7	390	2-5	200
K-8	440	2-6	250
		3-5	150
Pre-K – 2	180		
Pre-K – 4	280		
Pre-K – 5	330		
Pre-K – 6	380		
Pre-K – 8	480		
Pre-K – 12	1,080		
<u>MIDDLE/JUNIOR HIGH SCHOOLS</u>			
3-6	400	5-8	600
3-8	700	5-9	750
4-5	200	6-8	450
4-6	350	7-8	300
4-9	800	7-9	450
5-6	300		
5-8	500		
6-8	375		
<u>HIGH SCHOOL SCHOOLS</u>			
7-12	1,050		
8-12	900		
9-12	800		

10-12	600
11-12	400
6-12	975
7-12	850
9-12	600

207.012. ~~(1)~~ Funding consideration will be given to enrollments that meet 85% of these EOS Guidelines.

207.013. ~~(2)~~ Often there are factors such as distance, geographic barriers or financial limitations that will affect the ability of the school system to meet the economies of scale in regard to the enrollment of a school. Therefore, the Authority could waive this requirement in extraordinary circumstances.

~~(3) If a pre kindergarten program is located at the school, these additional students shall be included in the student enrollment counts and the economies of scale calculation will be adjusted based on the number of Pre K students and a maximum of 20 students per classroom.~~

207.014. Vocational and/or career-technical education facilities and spaces are not subject to Economies of Scale evaluation criteria.

School Building Authority of West Virginia

PROVISION OF WAIVER

For Expenditure of Grants on Schools With Enrollment Under The Economies of Scale Guidelines

APPENDIX A

207.02. A waiver to the expenditure of SBA Funds may be requested for projects in schools where the enrollment is less than the Economies of Scale Guidelines ~~as designated by the Authority and the State Board of Education~~. Information concerning the facility and the proposed project must be provided on ~~SBA Form 131~~ in a formal Economy of Scale Waiver Request by the county board of education and the project must be in agreement with the county's ten-year Comprehensive Educational Facilities Plan. Additionally, the request must be in accordance with one or more of the following:

207.021. A waiver may be granted to address specific fire, safety, or health violations or conditions when the health and/or safety of students who must continue to be housed in the facility are jeopardized.

207.022. A waiver may be granted for a school project when the facility will, in accordance with the ten-year Comprehensive Educational Facilities Plan, be receiving additional enrollments from other attendance areas in the near future.

207.023. A waiver may be granted for a school project when the specific school is determined to be geographically isolated from other school populations and eliminates the potential for attaining enrollment economies.

207.024. A waiver may be granted when a school is the only facility in the county that provides service to students in the particular grade levels included in the school. ~~For example — Is this the only middle school/high school or elementary school in the county?~~

207.025. A waiver for projects other than the correction of health and safety problems should not be granted to a school that is functional or scheduled for closure in the Comprehensive Educational Facilities Plan.

207.026. Waivers will be identified in the SBA Staff's evaluation and project recommendation to the Authority in each funding cycle.

208. SBA Funding Formula Procedures

208.01. The School Building Authority's Funding Formula is an allowance based on a multi-level mathematical equation. The SBA has established guidelines in Policy and Procedures Handbook which determine the maximum allowable square footage for a typical school. This then establishes the maximum amount of SBA funding the school is eligible for in the development of a typical school.

208.02. The funding formula is calculated by multiplying the Design Enrollment of the School by the Square Feet Per Student Allowance. This establishes the Total Building Square Footage Allowance. This total is multiplied by the SBA Square Foot Cost Allowance. This establishes the Funding Allowance.

208.03. For renovation projects, the Funding Allowance is referred to as the Replacement Cost Allowance. Unless otherwise previously approved by the WV Board of Education and the SBA, Renovation projects are eligible for SBA finding that does not exceed the Replacement Cost Allowance.

208.04. If a county has received funding from the SBA for renovations in the last 10 years, the current established value of the renovations is subtracted from the Replacement Cost Allowance.

208.05. Additional definitions of terms listed above are described below:

208.051. The Design Enrollment for a new school is determined by the County, SBA, and design team by analyzing any one or combination of the following sources:

- a. Current Enrollment
- b. Annual Second Month Enrollment Figures
- c. Eighth Year Projected Enrollment
- d. Linear Regression Calculation

208.052. The Square Feet Per Student Allowance, when multiplied by the Design Enrollment, sets the maximum gross building square footage allotment.

a. There is an allowance breakdown for Elementary Schools, Middle/Junior High Schools, and High Schools

b. If the proposed school falls into a combination of categories, the highest square feet per student multiplication factor is to be used in the calculation.

208.053. The Total Building Square Footage Allowance is the maximum allowable square footage, which provides equity for the funding of school construction projects with varying design enrollments.

a. The actual building design square footage will be dictated by the number and sizes of each individual space as described in the program, times the building efficiency calculation.

b. Waivers may be given if the educational plan desired by the County requires additional space for the implementation of curriculum delivery or specialized course offerings.

1. Educational programming requirements of specialized course offerings could result in an increased amount of square footage eligible for funding. This extra space is in excess of the funding formula and could include CTE spaces, STEM lab(s), a larger auditorium, or an auxiliary gym.

208.054. The SBA Square Foot Cost Allowance is established by the SBA and reviewed annually by the SBA Staff. This factor is based on historical data, projections, and assumptions with respect to construction cost trends. It assumes a competitive bidding market, reasonable site costs, and required conformance to the SBA's Quality and Performance Standards.

209. SBA Grant Contract Procedures

209.01. Upon the award of a grant by the Authority from any project fund, the SBA Staff will issue the Local Education Agency (LEA) a corresponding grant contract, which stipulates that as a requirement of the receipt of SBA funds, the LEA shall follow all applicable SBA policies, procedures, and standards. Upon signature and acceptance, the LEA shall be referred to as the Grantee and the SBA shall be known as the Grantor.

209.02. The SBA Grant Contract mandates that the LEA shall contract with all required parties to facilitate the design and construction of the project per the contract's project description requirements.

209.03. By signing the agreement, the LEA affirms a clear and free deed is held by the grantee for an approved site on which the project will be constructed. The SBA reserves the right to request proof of property ownership at any time.

209.04. Grant funds may only be requisitioned by a LEA after the Contract is signed by both parties and prior to the contract's expiration date. If the LEA believes the projected contract completion date will exceed the agreed upon expiration date, the LEA must make a request to the Authority for a time extension of 60-90 days prior to the contract expiration date. Requisitions shall not be paid by the SBA for work completed outside of the contract effective dates.

209.05. By signing the Grant Contract, the LEA agrees to incorporate all SBA required supplementary provisions and applicable forms into all project Contract and Construction Documents.

209.051. For instances in which Federal funds are expended, the LEA is required to use the most stringent standards and rules.

209.06. The LEA shall not incorporate additional Supplemental Instructions to Bidders or Supplemental General Conditions of the Contract for Construction that are more stringent and/or require additional tasks or work from the Contractor than those already required, unless specifically approved by the Authority.

209.07. The LEA and its design professional should work to ensure that project costs do not exceed the total funds available. However, should the project costs exceed the total funds available, the LEA must, to the SBA's satisfaction: reduce the scope of the project, value engineer the facility, or commit additional local funds prior to proceeding to the next project phase.

210. Requirements for Grants to Supplement Energy Performance Savings Contracts

LEAs may enter into Energy Performance Savings Contracts under the provisions as described in West Virginia Code §5A-3B for the purpose of redirecting operations utility expenditures to funding facility improvement projects. In addition to the statutory provisions, when SBA funds are to be utilized to fund or partially fund portions of the total energy savings project, the following Energy Savings Performance Contract procurement criteria shall be applied:

210.01. LEAs shall use the SBA's Standard Request for Proposals (SBA Form 210) for the selection of an energy services company (ESCO) to implement the proposed project(s) using a fully transparent "open book" pricing model. The successful ESCO shall be determined solely from the Proposals, however, the LEA reserves the right to interview any of the candidates.

210.02. The LEA shall form a project review team to review all submitted proposals. The team shall include, but is not limited to, the following members and consultants:

- a. an Attorney – to examine the performance contract
- b. a Licensed Municipal Advisor – to evaluate the feasibility of the ESCO proposals
- c. the SBA Staff Representative – as a technical advisor only
- d. a Project Administrator – to serve as the team lead and the Point of Contact from the LEA

210.03. Energy savings and guarantees provided by the selected ESCO shall offset the majority of the project costs for the LEA. The ESCO shall provide arrangements for acquisition and installation and will work to maximize the net economic benefit and reduce the risk to the LEA.

210.031. An investment-quality comprehensive performance audit shall not be undertaken until after the procurement of the ESCO is complete, and the costs associated with the audit shall be shown on the proposal form.

210.032. The scope of services that will be self-performed by the ESCO shall be clearly defined in the proposal. ESCOs that intend to self-perform installation services must also obtain pricing from a minimum of three companies for the supply and installation of the proposed equipment. Cost estimates from third-party companies will not be considered an adequate substitute for the above described process.

210.033. All construction and installation services not proposed and approved for self-performance by the ESCO shall be competitively bid. All bidding and construction documents shall be reviewed and approved by the SBA for conformance to SBA policies and standards prior to releasing the project to bid. Bids shall be advertised and received following all provisions of applicable West Virginia law. Bids shall be received and reviewed by the LEA with advisement from the ESCO. The LEA shall determine the lowest qualified responsible bidder(s).

210.034. For the purpose of calculating the construction mark-up percentages, the unburdened construction costs shall be disclosed as a part of the ESCO proposal. The unburdened construction costs shall be defined as the value of the final construction cost paid for facility improvements without any additional mark-up by the ESCO. Neither the LEA nor the SBA will pay for additional costs above the unburdened construction costs, construction mark-up costs, project management costs or other ESCO related costs that are not identified in the proposal, without the proper execution of a Change Order.

210.04. Prior to the execution of the contract between the LEA and the ESCO, approval must be obtained by the LEA Attorney.

210.05. For the portions of work that are not funded by the LEA or the SBA, the funding source to cover the Cost of Issuance must be competitively sourced. Considerations should also be given to limit the guarantee to 3-5 years – rather than the maximum timeframe of 15 years as defined in West Virginia Code – to lessen the project costs while empowering LEA maintenance employees to be trained on the operation and maintenance of new equipment.

210.06. Environmental Conditions as described in WVDE Policy 6200 – Handbook on Planning School Facilities and the SBA Quality & Performance Standards Handbook shall be incorporated into the design of the ESCO project. Depending on the project size and scope, the SBA may require an independent measurement and verification calculator to ensure guarantees are met and costs are accurate.

School Building Authority of West Virginia
Policy & Procedures Handbook

Chapter 3
EDUCATIONAL PLANNING AND ARCHITECTURAL CONSIDERATIONS

300. Project Development Requirements of the Local Education Agency (LEA)

School Building Authority of West Virginia

ARCHITECTURAL/ENGINEERING & CONSTRUCTION REGULATIONS

APPENDIX I

~~THE FOLLOWING INFORMATION PROVIDES INSTRUCTION AND DIRECTION WITH REGARDS TO PROJECT DEVELOPMENT THROUGH CLOSEOUT. DEVIATION FROM REQUIREMENTS MUST BE APPROVED BY THE SBA.~~

I. PROJECT AND DESIGN SERVICES

A. Application for Project Approval (WVDE/SBA P-1 Report — Rev. 12/11/91)

This report is to be submitted twice by the county, initially with the blueprints when they are submitted to the SDE and the SBA for review, and a final WVDE P-1 is to be submitted to the SDE and the SBA at the completion of the project with a WVDE BP-13-A or SBA Form 139 completion report.

300.01. Upon execution of the SBA Grant Agreement with the LEA after funds are awarded, planning and programming is required. New schools and renovation/addition projects typically evolve from conceptual ideas derived from county curriculum and facilities personnel. Programmatic information is provided through and Educational Specification (Ed. Spec.) developed by the LEA and the SBA/WVDE/Architect to the design team who will then develop graphic illustrations that show general space relationships and curricular areas. Projects that affect the educational areas/offering of a school must create an Ed. Spec. per the guidelines as described in section 301.

300.02. ~~B. Procurement of Architectural/Engineering Services~~ State agencies and their political subdivisions — LEAs are required to comply with Article 1, Chapter 5G of the West Virginia Code §5G-1 regarding Procurement of Architectural, Engineering Services. This code requirement describes a qualifications-based selection process where firms are selected on the basis of demonstrated competence and qualification for the type of professional services required. Per this law, fee negotiations occur only after firms have been ranked and negotiations commence one firm at a time in the order in which the firms were evaluated.

300.021. All grant recipients are required to submit to the SBA office Staff the names of the firms being considered to perform architectural, engineering design, or, if ~~required~~ desired, or construction analyst services on all projects where budget is fully or partially funded by the SBA. The SBA Staff must receive the names of the firms that responded to the procurement request, the names of the three or four firms the LEA has selected to interview, and the scoring matrix used to evaluate the interviewed firms.

300.022. The selection of the successful A/E design team is solely the decision of the LEA. The SBA Staff and/or other project consultants may provide technical assistance to facilitate the evaluation of each firm under consideration.

300.023. LEAs shall not dictate and/or require the use of a specific consultant that is not proposed by the A/E as a part of the firm's design team at the time an expression of interest is given. While the selection of which A/E design firm team that is to design the new or renovated facility is solely the decision of the LEA, the decision of which architect(s), engineer(s), planner(s) or firm(s) that make up a design team is solely the decision of the principal of the lead A/E firm.

Unless, otherwise authorized by the Authority, the architectural, engineering services shall be performed by companies within the State of West Virginia and must be licensed to perform the desired services in the State of West Virginia.

In order to fully comply with this requirement, the following procedures must be followed:

- Submit the list of firms showing interest in performing design services to the SBA office staff upon receipt for review and approval prior to developing the “short” list for interviews.
- Submit the “short” list of at least three firms, two of which must be West Virginia resident firms, being considered to be the most qualified for the services required to the SBA office staff for review, prior to interviewing the firms.
- Architectural and Engineering firms being considered for the building design, must be informed at the time of their interview that the SBA requires that the work pertaining to each professional design discipline, i.e.: Architectural, Mechanical, Electrical, Civil and Structural be performed by a certified and licensed individual of that discipline. Architectural firms will submit the firm names and certificates of each individual design discipline in their project interview. Performance of this work by individuals licensed in the appropriate discipline will be verified by submission of bid and design documents to the SBA that have stamped A/E seals on those sections pertaining to that discipline.
- Once the interviews have been conducted, the firms shall be ranked in order of preference. The preferred list shall be forwarded to the SBA office staff for review and approval, prior to further negotiation or recommendation to the local board of education or governing body making final approval.
- Additionally, the SBA requires that engineering design professionals performing services on all SBA funded projects meet the following criteria:
 1. The engineer of record must be a registrant in good standing with the State of West Virginia Board of Professional Engineers,
 2. The designer must be a registered professional engineer, licensed in the State of West Virginia in a specific engineering discipline,
 3. The engineer must be trained and registered in the specific discipline associated with the work being designed, and place his/her seal only on engineering designs for their specific discipline(s),
 4. The engineer shall only place their seal on plans for school projects that were prepared by him/her or under his/her direct supervision, and
 5. The engineering firm must be registered to conduct business in the State of West Virginia and hold a certificate of authorization from the West Virginia Board of Professional Engineers.

Upon request, Grant recipients may be required to submit qualification information from each of the firms being considered to the SBA.

The SBA encourages the use of standard AIA construction documents and agreements. Utilization of a Construction Manager or Construction Analyst may be required by the School Building Authority on a project by project basis. However, the SBA may require supplemental languages be amended into these documents.

Add the following to AIA B101, Article 3.6.2.1 and Article 4.3.3:

The architectural firm may utilize a Construction Administrator for project oversight and to attend all construction progress meetings, however, the Project Architect and Engineer responsible for the design

shall be present at the project site to attend a minimum of one project meeting per month. This person must have authority to render decisions on the project in order to avoid unnecessary delays.

Add the following to AIA B101, Article 12:

- The School Building Authority intends to implement Building Information Modeling (BIM) for design and construction of SBA funded projects as follows:
- New School Construction Projects beginning in December 2015
- All New School Construction and Major Addition and Renovation Projects beginning in December 2016
- Implementation of BIM on all projects beginning December 2017.
- BIM modeling information data provided to the owners for use in their preventative maintenance data bases state wide by 2019.

Please refer to SBA Form 190 Building Information Modeling (BIM) Guidelines and Standards.

300.03. C. Design Fees – Design fees shall be calculated based on a percentage of the construction cost. Construction costs are calculated based on the lowest acceptable qualified bid(s) for constructing the building. A stipulated sum design service contract may also be used with the approval of the SBA Staff. Stipulated sum fees would be based on an amount agreed upon by both parties for professional services regardless of the construction cost. Construction costs do not include fees for the construction manager, clerk-of-the-works, construction analyst (paid for under additional services), legal fees, site acquisition or other project cost not directly associated with the construction of the building. Basic design fees shall include all services necessary to complete the project including, but not limited to architectural, plumbing, electrical, mechanical and civil engineering, as well as construction administration through project completion. Additional services must be approved by the SBA. The cost for alternative designs that are not constructed shall be borne by the grant recipient unless approved by the SBA. Construction costs does not include fees for the construction manager, clerk of the works, construction analyst (paid for under additional services), legal fees, site acquisition or other project cost not directly associated with the construction of the building. Architect and engineering fees may also be applied to the cost of furniture and equipment only if the architect prepares the contract documents and administers the contract for the installation of the furniture and equipment.

300.031. Maximum SBA reimbursement for architectural and engineering fees will be in accordance with the most current SBA Architect / Engineer Fee Schedule (SBA Form-175-302). Architectural and Engineering (A/E) fees are established by the SBA and should be considered as the maximum allowable to receive SBA reimbursement.

a. The educational agency may agree to pay fees in excess of the maximum SBA amount; however, the additional cost for these fees will be the responsibility of the educational agency.

b. Consideration will be given to modifying the SBA fee structure if a particular project is considerably more complex or if the project requires substantially more special consultants to complete. Fee modifications will be negotiated during the A/E procurement process and approved by the SBA before design service contracts are executed.

300.032. All design and construction service costs for the project shall be included in the basic service agreement including the cost of design, redesign (with exception of owner requested design changes after approval is granted to proceed into the construction document phase), construction administration and other project development costs. The county board will reimburse the A&E firm for the cost of review and bidding document printing and distribution to perspective bidders and approval

agencies. Reimbursable expenses for document printing and distribution for agency approval shall be paid from grant funds as a direct cost plus reasonable and customary overhead and profit.

300.033. D. Architectural and Engineering Fees ~~The SBA fee schedule must be used for all projects when SBA funding is provided.~~ Grant recipients must use Standard AIA agreements and contract document forms unless SBA approval to use alternative agreements, is granted. ~~Architectural and Engineering (A&E) fees are established by the SBA and should be considered as the maximum allowable to receive SBA reimbursement. Should the grant recipients choose to exceed the SBA maximum allowable design service fees, the difference in cost will be the responsibility of the grant recipient.~~

~~SBA reimbursements of A&E design service fees shall be based on a percentage of the actual construction cost for contracts awarded. Fees associated with alternative designs not awarded will be the responsibility of the grant recipient and paid as additional services by the grant recipient. Fixed fees based on percentages of the construction cost will be calculated using the most current SBA approved fee schedule times the actual construction cost. For purposes of calculating design service fees based on a percentage of the construction cost, construction costs include the value of construction contracts awarded construction and the cost of furniture and equipment where the architect provided professional services associated with the preparation of bidding documents for the furniture and equipment.~~

300.034. A/E fees relating to construction change orders shall be calculated at the same percentage established for the project based on the approved construction budget once established under Section H (Fees Relating to Change Orders). ~~Incidental reimbursable expenses for surveys or other pre-approved project expenses may also be paid from project funds~~ considered on an individual basis based on the stipulations listed in the SBA's Architectural / Engineering Supplemental Requirements.

~~A stipulated sum design service contract may also be used with the approval of the SBA office. Stipulated sum fees would be based on an amount agreed upon by both parties for professional services regardless of the construction cost.~~

~~The Design Team shall disclose any cost associated with providing CADD files to the Contractors for trade coordination purposes through completion of the project. Any and all fees charged to the contractor or subcontractor for the use of the CADD files shall be stipulated in the bidding documents.~~

~~Revise AIA, B101, Article 6.1 to read as follows:~~

~~Construction costs do not include costs associated for a construction manager, clerk of the works, construction analyst, licenses, permits, B&O taxes and change orders caused by A&E errors and omissions or change orders which do not require the services of the A&E firm. Fees associated with construction change orders will be reviewed by the SBA and the owner and additional professional service fees will be paid based on services required to effectuate the construction change.~~

E. Fee Modifications

~~Consideration will be given to modifying the SBA fee structure if a particular project is considerably more complex or if the project requires substantially more special consultants to complete. Fee modifications will be negotiated during the A/E procurement process and approved by the SBA before design service contracts are executed.~~

F. Multiple Prime Contracting Fees

300.035. ~~The Basic Service Fee schedule may be adjusted for multiple prime construction contracts at the discretion of the SBA. Compensation for additional services for multiple prime construction contract administration shall be negotiated based on the number and complexity of the~~

contracts. The maximum SBA reimbursement for compensation for administration of multiple prime contracts shall not exceed the SBA A/E fee schedule amounts without approval of the SBA.

G. Prototypical School Design Fees

~~The West Virginia Legislature encourages the use of prototypical designs where possible in West Virginia public schools. Where SBA funding is provided, county boards of education must consider prototypical school designs. Should the County Board feel that a prototypical school design does not adequately address the educational needs of a facility, the County Board must submit a written justification to the SBA Director of Architectural Services explaining their reasons for not considering prototypical designs that may be available. Approval must be granted by the SBA prior to proceeding without a prototypical design. Design service fees will be adjusted when prototypical designs are used. A&E fees are negotiable and will be based on services required. The basic service fee for an original design shall be 100% of the maximum allowable based on the SBA fee schedule. To the extent possible, design firms shall prototype academic areas of all facilities.~~

~~Should the county board elect to use a prototype school design, 100% of the negotiated percentage fee will be applied to the cost of the site preparation and improvements required to adapt the site to accommodate a prototypical school design, for bidding and negotiations and for construction administration services. The design service fee for the reuse of an original design may not be greater than 40% of the design service phases of the original school designs. A&E fees for projects where substantial portions of the design are duplicated from previously designed projects will be adjusted based on the percentage of design duplication. For prototypical school projects, the total fee shall never exceed the maximum allowable fee percentage for the project had the prototypical design not been used.~~

H. A&E Fees Relating to Change Orders

~~Add the following to AIA B-101, Article 11.3, Items 1-4:~~

~~Fee adjustments for owner requested change orders, or change orders intended to improve overall quality of the facility will be considered. Compensation will be based on the amount of design, coordination and/or construction administration required to effectuate the change. Fee adjustments must be approved by the SBA. A&E fees for change orders not requiring design changes should be negotiated as an additional service and reimbursed on an hourly basis.~~

~~A&E fee modifications for change orders for new construction that requires construction document amendments due to design deficiencies will be reviewed on an individual basis by the owner and the SBA and fee adjustments considered if construction has not taken place in the affected area. The owner will pay for the required labor and material cost to effectuate the change. The A&E fee will only be adjusted based on A&E services required to effectuate the change in the scope of work.~~

~~A&E fee modifications for change orders on new construction that requires construction document amendments due to items of work inadvertently omitted from construction documents where the construction has taken place in the affected area and demolition is required will be reviewed on an individual basis by the owner and the SBA. If it is determined that the problem should have been resolved by the A&E firm within the building design, the owner will pay for the required change order and the A&E firm will be back-charged for the change including any demolition and replacement costs plus contractor overhead and profit. The owner will deduct any added value construction received as a result of the change from the amount the A&E firm is being back-charged.~~

~~Add the following to AIA B-101, Article 12:~~

~~A&E fee modifications for change orders on renovation and addition projects will be addressed on an individual project basis. If construction changes are required due to owner requested changes, incorrect as-built information or if it is determined by the owner and the SBA that a condition has occurred that~~

could not have been foreseen by the A&E firm, the A&E firm will be compensated for the design modification based on the additional services required to effectuate the change in work.

300.036. If the SBA or owner assigns project team determines the services of a Construction Manager (CM) or Construction Analyst (CA) are necessary to add to a the project, CM and/or CA construction analyst design / constructability review comments relative to the clarity of the design intent shall be incorporated into the documents by the A/E unless the A/E determines that the clarifications conflict with applicable codes or standards.

a. The A/E will notify submit to the owner LEA and SBA a list of all CM or construction analyst design / constructability comments not being incorporated that have not been incorporated into the documents.

b. However, Should clarification comments not being made by the CM or construction analyst that were not incorporated into the document result in construction a change order(s), the SBA will not provide funding for the associated change order(s) required to incorporate work into project relating to the review comments.

300.04. Construction Contingency Allowances – Contingency allowances shall be established at two percent (2%) for new construction projects and four six percent (46%) for each renovation project.

300.041. Of the contingency allowances, fifty percent (50%) of those contingencies shall be established for Owner requested changes. The remaining fifty percent (50%) shall be established for to cover errors and omissions of the design team.

a. Should the errors and omissions exceed the fifty percent (50%) allocated in the contingency allowance, this information will be noted within the SBA/County, Architect/Engineer evaluation at the conclusion of each project.

b. Quality Control of Bidding and Construction Documents is of paramount importance to prevent unnecessary construction delays and change orders. Based on the project closeout evaluation process, Architectural and/or Engineering firms who demonstrate a pattern of errors and omissions exceeding fifty percent (50%) of the allocated contingency amount, will be required to meet with the Executive Director of the School Building Authority to review the construction documents quality control program the firm has established.

In order to provide opportunity for any Architectural and/or Engineering firm cited for excessive errors and omissions within their construction documents, to appreciably improve the quality of their performance prior to being placed on probation, the SBA staff will utilize the following procedure:

a. Each project will be monitored by the SBA and if errors and omissions on any project exceed fifty percent (50%) of the allocated contingency, the cited firm shall be noticed in writing of the SBA's concern, with appropriate documentation to illustrate the errors and omissions cited. The firm cited shall appear before the Executive Director of the SBA to present their reasons for the excessive errors and omissions noted and the firm shall have the opportunity to respond positively with improved performance after the initial notice.

c. b. A firm's continued failure to improve the quality and control of the construction documents will result in the Architectural/Engineering firm being placed on probation and prohibited from performing services on SBA projects for a period of one year. Should the Architectural/Engineering firm desire to appear before the Authority to appeal this probationary measure, the firm may must first appear before the SBA Construction Committee to discuss the citations and justify his uninterrupted participation.

e. Probationary status of a firm may be revoked or continued by the SBA's Construction Committee upon review and deliberation of the SBA staff recommendation at the conclusion of the probationary period.

I. Reimbursable Expenses

All design and construction service costs for the project shall be included in the basic service agreement including the cost of design, redesign (with exception of owner requested design changes after approval is granted to proceed into the construction document phase), construction administration and other project development costs. The county board will reimburse the A&E firm for the cost of review and bidding document printing and distribution to perspective bidders and approval agencies.

Add the following to AIA B101, Article 12:

J. Additional Services Special consultants required by the A&E firm for complex projects will be paid as an additional service by the grant recipient. Special consultants must be approved by the owner and the SBA prior to their use. HVAC Testing, Adjusting and Balancing services shall be contracted directly to the county board. Geotechnical services shall also be contracted directly to the county board (or other grant recipients) unless SBA approval is granted to contract this service to the A & E firm.

300.05. Upon successful selection of the project's design team, the Firm will work with the LEA to determine the additional project team members required and the most prudent and resourceful project delivery method.

300.051. Determinations for the following methods will be selected and reported to the SBA Staff:

- a. The use of a Clerk-of-the-Works (Clerk) or Construction Manager (CMA)
- b. The use of a Construction Analyst
- c. Whether the project will be bid as a Single Prime Contractor, Multiple-Prime Contractors or a combination of both
- d. Whether the Site Design bid package will be separate or a part of the Building Design bid package.
- e. Whether Building Information Modeling (BIM) will be used by the design team and to assist the contractor in construction coordination. Note: Any use of, or reliance on, all or a portion of a building information model must be approved in advance by the LEA and will only be permitted if the Parties have agreed upon and executed written documents to memorialize protocols governing the use of, and reliance on, the information contained in the model.
- f. The use of an Testing, Adjusting, and Balancing (TAB) Contractor or an HVAC Commissioning Agent
- g. Whether the project will be a part of an Energy Savings Performance Contract

300.052. Before any agreement with an additional selected party/method is signed an executed, the contract must be reviewed and approved by the SBA Staff.

300.053. Specialty consultants used by the A/E Firm for the development of project drawings and/or specifications shall not bid on any portion of the construction project. Consultants found to be submitting bids on such projects will be disqualified.

300.06. C. Construction Project Development – Renovation and addition projects typically evolve from conceptual ideas derived from county curriculum and facilities personnel. Programmatic information is provided through the educational specifications developed by the County and the SBA to the architect/engineer who develops graphic illustrations that show general space relationships and curricular areas. The architect project's design team shall develop these develop conceptual ideas from the Educational Specification into a complete set of construction project documents by utilizing the following phases of design and shall offer design and design interpretation services during construction:

- Site Feasibility Study
- a. Schematic Design Phase

- b. Design Development Phase
- c. Construction Document Phase
- d. Bidding and Negotiation Phase
- e. Construction Phase

300.061. On projects involving only small additions or renovations, the A/E shall coordinate with the SBA Staff if the Schematic Design and Design Development review phases will be required.

300.062. It is extremely important that all requirements of each project development phase be met before proceeding to the next phase. To avoid cost overruns and possible redesign cost, project costs must be monitored during the schematic design, design development and construction document phases. All contractual agreements with architects/engineers or construction managers must include language that requires the architect/engineers or construction managers to submit all planning and project design information and estimates of probable cost to the School Building Authority Staff and the county board of education for approval. The School Building Authority, the county board of education, the curriculum and facilities planning team, and the architect entire project team should be in agreement before proceeding from one phase to the next. Assurances shall be provided within each phase that:

- a. The design includes all curricular and facilities requirements proposed by the planning team and the School Building Authority or an explanation as to why these requirements are not being provided.
- b. The project as designed can be constructed within the budget provided by the county board;

LEA

~~And the project is being constructed on an approve site for which a clear and free deed is held by the grantee. The use of leased properties must receive prior approval of the SBA.~~

D. Construction Project Submission, Delays and SBA Review

300.063. All construction projects funded by the School Building Authority are required to be submitted for review to the School Building Authority Staff. A 14-day maximum review period shall be included in each phase of the project development schedule for SBA review of planning, schematic, design development and construction documents. The SBA Staff will only accept complete phase submissions and project documentation from the design firm as required by Form SBA 176 A-E of the School Building Authority Policy and Procedure Handbook must be submitted the associated SBA Project Phase Submission Form. Minimally, the School Building Authority must review and approve the site feasibility study, schematic drawings, design development documents and final construction documents as they are developed. Estimates of probable cost must be submitted with each phase of the project approval process.

II. PROJECT REQUIREMENTS

300.07. A. Building Component Requirements – Every effort must be made to plan and design schools with quality HVAC systems and low maintenance hard surface finishes. The provisions of the SBA Quality and Performance Standards must also be incorporated, where applicable, into building design criteria for all SBA funded projects approved after June 2008. Deviations from these standards may be acceptable, but must be approved by receive prior approval from the SBA.

300.071. With this in mind, design architects and engineers must consider various prioritized options within the building design that address the following:

- a. 1. Quality HVAC systems must be installed in all schools. These systems must be capable of providing efficient, long term climate control, complying with the minimum standards established by the SBA performance criteria. Buildings must also be designed with durable, low maintenance building finishes;
- b. 2. The HVAC Testing, Adjusting and Balancing (TAB) agent shall be certified according to the procedures contained in the associated air balance council (AABC) national standards;

~~the national environmental balancing bureau (NEBB) procedural standards or the environmental engineering consultants (EEC) standards for testing, adjusting and balancing. The TAB agent shall directly represent and is under direct contract with the building owner LEA and shall coordinate scheduling of TAB start up and completion work with the mechanical contractor, mechanical engineer, SBA, Architect and Construction Manager, where applicable. These services shall be paid from available project funds.~~

~~c. 3. SBA or local funds will not be used to construct building square footage that will result in the inefficient use of the facility in sacrifice of a quality HVAC system or building finishes;~~

~~d. 4. Once the square footage of the building academic and support spaces has been approved by the SBA, first consideration must be given to quality HVAC systems and building finishes. If local funds are proposed at any time throughout the project development, these funds and their intended use must be identified and approved by the SBA, and;~~

~~e. 5. HVAC control systems shall be bid on a performance-based specification, identifying at least three acceptable manufacturers, who are capable of meeting the specification. HVAC contractors shall solicit proposals from these manufacturers as the basis for their bid. Should the local Board of Education desire a specific control system, manufacturer or integration of other building systems with the HVAC controls, these systems shall be bid as alternates and any additional costs associated shall be borne by the local Board of Education.~~

~~f. 6. Additional SBA funding for project overruns will only be considered if all items listed above D-1-5 are satisfied and additional funds are required in order to award the basic bid to the lowest qualified bidder(s).~~

Add the following to AIA B101, Article 12:

Building Component Requirements — Safe School Design

~~j. The SBA recognizes the need to incorporate safe school design into West Virginia's new schools. Wherever possible, designers should~~ The design team shall incorporate safe schools through environmental design philosophies into the all new school designs and major renovations.

~~i. Consideration should also be given to the vulnerability and risk assessment study performed in each county of all schools and cited review comments incorporated into the school design. Additionally, educational agencies shall consider security within the facility and work with local law enforcement agencies during the building design process to incorporate local school access safety plan concepts into the new school design. Minimally, the following should be considered:~~

- ~~1. Limit the number of buildings within the design to one building, if possible.~~
- ~~2. Minimize unsupervised entrances into the building. Unsupervised entrances should be locked and equipped with emergency exiting hardware only.~~
- ~~3. Limit site access and if possible, provide a security person at the site entrance.~~
- ~~4. Provide drop-off and pick-up lanes for school bus use only.~~
- ~~5. Minimize the number of driveways and parking areas students cross to enter or leave the school campus.~~
- ~~6. Provide interior building security that would allow classroom areas to be closed and locked off from gym areas and other areas of the facility being utilized during off school hours.~~
- ~~7. Minimize areas of the building and campus that cannot be easily supervised by administration and staff (i.e., alcoves, recesses in walls, short perpendicular corridors into classrooms).~~
- ~~8. Place elementary student lockers in classroom, where feasible, so that access can be monitored by staff. Locker locations should always be placed close to supervision and designed for easy surveillance.~~
- ~~9. Provide for two-way communication within student occupied areas of the building. Include the ability to communicate outside the school should telephone service be interrupted.~~
- ~~10. Install basic security systems throughout the facility and appropriate video monitoring in non-supervised and high student concentration areas.~~
- ~~11. Provide adequate exterior lighting including parking lot lighting.~~

~~12. Landscaping should consist of small shrubs below three feet in height and large trees that keep the visual zone between three feet and six feet in height unimpaired.~~

ii. ~~Note:~~ Grant recipients and school planners shall work cooperatively with the State Office of Homeland Security (OHS) and other public safety agencies during the planning and design phases of all projects. At the conclusion of all new school projects and projects that alter the building square footage or layout, the grant recipient/architect shall provide the OHS an electronic copy of the building design that complies with the requirements of the SBA school access safety provision and the most current OHS school access safety submission requirements.

300.072. N-Semi-Proprietary Specifications

a. ~~1-~~ To encourage competitive bidding, the project specifications shall specify not less than three products, materials or equipment that meets the requirements of the specifications. The product, material or equipment used shall comply with the contract requirements.

b. ~~2-~~ In certain instances, a single product may be the only one that will comply with the specific design/function requirement.

B. Disqualification of Contractors/ Probationary Contractors

~~Construction contractors or subcontractors on probationary status or who have had a contract terminated for just cause as described in the AIA Document A201 or A201/CMA General Conditions Article 14, Section 14.2 will be prohibited from bidding projects funded by the School Building Authority for a minimum of one year and pending review of the SBA thereafter. The architect/engineer shall secure a list of probationary contractors from the SBA prior to issuing bidding documents and contractors on SBA probation shall not be issued bidding documents.~~

C. Construction Project Development

~~Renovation and addition projects typically evolve from conceptual ideas derived from county curriculum and facilities personnel. Programmatic information is provided through the educational specifications developed by the County and the SBA to the architect/engineer who develops graphic illustrations that show general space relationships and curricular areas. The architect develops these ideas into a complete set of construction project documents by utilizing the following phases:~~

- ~~▲ Site Feasibility Study~~
- ~~▲ Schematic Design Phase~~
- ~~▲ Design Development Phase~~
- ~~▲ Construction Document Phase~~
- ~~▲ Bidding and Negotiation Phase~~
- ~~▲ Construction Phase~~

~~It is extremely important that all requirements of each project development phase be met before proceeding to the next phase. To avoid cost overruns and possible redesign cost, project costs must be monitored during the schematic design, design development and construction document phases. All contractual agreements with architects/engineers or construction managers must include language that requires the architect/engineers or construction managers to submit all planning and project design information and estimates of probable cost to the School Building Authority and the county board of education for approval. The School Building Authority, the county board of education, the curriculum and facilities planning team and the architect should be in agreement before proceeding from one phase to the next.~~

- ~~▲ The design includes all curricular and facilities requirements proposed by the planning team and the School Building Authority or an explanation as to why these requirements are not being provided;~~
- ~~▲ The project as designed can be constructed within the budget provided by the county board;~~

D. Construction Project Submission, Delays and SBA Review

All construction projects funded by the School Building Authority are required to be submitted for review to the School Building Authority staff. A 14 day review period shall be included in each phase of the project development schedule for SBA review of planning, schematic, design development and construction documents. Project documentation as required by Form SBA 176 A-E of the School Building Authority Policy and Procedure Handbook must be submitted. Minimally, the School Building Authority must review and approve the site feasibility study, schematic drawings, design development documents and final construction documents as they are developed. Estimates of probable cost must be submitted with each phase of the project approval process.

300.08. Bidding Requirements - Projects shall not be advertised for bid or construction started until after the School Building Authority staff has reviewed the submitted documents and the School Building Authority review comments have been satisfactorily addressed. A Upon the completion of the design team's bidding documents, a revised set of bidding documents must be submitted to the SBA office along with assurances that review comments have been addressed within the final documents. Additionally, SBA submission requirements are included on the school construction project development flow chart. After final approval of the bidding documents is received by the SBA staff, dates and times for the project's mandatory pre-bid conference and opening of bids shall be scheduled with the SBA Staff.

E. Real Estate Acquisitions Using School Building Authority Funds

In order to maximize the limited amount of School Building Authority funding for the construction of educational facilities, the School Building Authority has taken the following action:

- The Authority will not approve any Grants which include the funding of real estate acquisitions with grant proceeds.
- The Authority will not approve amendments to any Grants which include the funding of real estate acquisitions with grant proceeds.

F. Clerk of the Works Requirements (Moved to Section 303)

The educational agency shall be required to employ a clerk of the works to monitor all construction projects in excess of \$250,000 unless waived by the SBA, or an SBA approved construction management method is being utilized. Candidates for clerk of the works shall be submitted for SBA review prior to final selection by the educational agency. A clerk of the works employed by the county through contracted services shall minimally be paid an amount equal to the basic hourly prevailing wage rate of a Journeyman Carpenter as determined by the West Virginia Department of Labor for the project location. The actual time the clerk of the works begins to perform the duties may vary according to the project and the timing of the award of the construction contract. However, the clerk of the works must be given sufficient time to acquaint themselves with the total scope of the project in order to be an effective part of the construction team.

The School Building Authority requires that the clerk of the works be hired at the same time the project is let for bids. If delays are anticipated in the award of the bid or actual construction/renovation is not scheduled to begin immediately, the clerk of the works must be hired prior to beginning construction and be provided with adequate time to become familiar with the project scope and to be prepared to assist with the project as soon as bids are received and the construction contract is executed. During the bidding process it is conceivable that the clerk of the works may not be required to perform his duties full time.

Realizing that there are various types of projects requiring the appropriate construction review documentation, the responsibilities of the clerk of the works will vary with the scope of each project. The clerk of the works shall not circumvent or eliminate the normal construction responsibilities of the architect/engineer or contractor. However, when applicable, the clerk of the works can be a vital member of the project team and can assist in the project observation and documentation process.

300.081. G. Mandatory Pre-Bid Conference – Contractors shall be required to attend a mandatory pre-bid conference for each individual project so that bidding information is properly conveyed to all bidders and to clarify questions and the intent of the bidding requirement; ~~contractors shall be required to attend mandatory pre-bid conferences.~~ Bidding documents shall notice all bidders of this requirement and include language making this requirement a prerequisite to bidding the project. The requirements for having the pre-bid meeting may be waived by the SBA for special circumstances conditioned upon a written request to the SBA by the design professional. All substantive pre-bid questions shall be addressed at the pre-bid meeting and if the bidding documents do not clarify the questions, a project addendum will be circulated to all bidders.

300.083. H. Construction Project Bid Coordination and Reporting – Construction bid dates must be coordinated through the SBA office. Project architects/engineers must contact the SBA office and identify the proposed bid date desired. The SBA office will coordinate the most appropriate bid date after considering other construction project bidding schedules. Every effort must be made to prevent similar construction projects from being bid in the same week and within the same region of the state to allow for maximum participation of bidders.

300.084. ~~No~~ Bid dates shall not be scheduled until confirmation that any and all permits required have been obtained by the Owner LEA. These permits include, but are not limited to, environmental permits, and utility connection permits (both temporary and permanent), and etc. Additionally, ~~no~~ building construction bid packages shall not be scheduled until all permits are obtained and site preparation work is substantially complete.

300.085. Once released for bid by the SBA, bids shall be advertised in accordance with Chapter 59-3-1 of WV the provisions as listed in West Virginia Code §59-3, as a legal advertisement in a qualified statewide newspaper occurring within a period of 14 consecutive days with at least an interval of 6 full days between the date of the first and second publications. However, Unless waived by the SBA, no bid opening date shall be scheduled less than 21 days after the first publication date.

~~The School Building Authority is tracking construction square footage costs for total projects and various building components. Project bid tabulation documents are required to be faxed immediately to the School Building Authority office within 2 hours after construction bid openings are concluded. The tabulation sheet should be self-explanatory and include explanations of base bid pricing and all alternates being requested. The normal bid tabulation sheet prepared at the conclusion of the bid for county staff is acceptable. Bid openings shall not be scheduled after 1:30 p.m., so that bidding information can be transmitted to the School Building Authority office the same business day. No construction contract shall be awarded without the School Building Authority review and approval of the construction bid and the contractor being recommended for the award. The School Building Authority will review the required post-bid documentation of the apparent low bidder(s) during the 72 hours immediately following the bid opening. During this timeframe the School Building Authority will not discuss bid results with bidding contractors until all documentation has been reviewed.~~

I. Contractor Evaluation (SBA 124)

~~The School Building Authority and the Owner shall, at the conclusion of the project, perform an evaluation of all prime contractors performing work on School Building Authority projects. This information must be submitted to the SBA at the completion of each project as a part of the project closeout information and accompany the final contractor pay application. Our goal is to have each contractor's overall work performance evaluated and document a history of excellent, average or poor performance on several projects. This information will also be made available upon request to all grant recipients.~~

J. Architect/Engineer Evaluation (SBA 138)

The School Building Authority and the Owner shall, at the conclusion of the project, perform an evaluations of all architects/engineers performing work on School Building Authority projects. This information must be submitted with the project closeout information provided to the SBA when final payment is requested by the grant recipient. The goal is to have each architect's overall work performance evaluated and document a history of excellent, average or poor performance on several projects. This information will also be made available upon request to all grant recipients.

K. Construction Observation Report (SBA 113)

Construction Observation Reports are required to be completed by the clerk of the works or the project administrator to record the current status of construction projects. This report may also be used by project architect/engineers, if desirable. The timelines of the Project Observation Reports can be established by the project administrator and must be sent to the SBA office for review and approval.

L. Certificate of Project Completion (WVDE BP 13 A, Rev. 10/94)

A Certificate of Project Completion is submitted to the West Virginia Department of Education and the School Building Authority upon completion of each contract in order to effectuate a close out. The BP-13 A or SBA Form 139 for Multiple Prime Project reports must be submitted to the SBA prior to the request for final payment. The grant recipient shall arrange an inspection tour with the appropriate officials including the School Building Authority field representative. No occupation of a new facility or renovated facility shall occur until a Certificate of Occupancy is provided by the fire marshal and the SBA provides notification approving the date the building is to be occupied. The county board of education (or building owner) must provide the SBA a copy of the Certificate of Substantial Completion indicating the building has been declared substantially complete and suitable for the owner to occupy along with a request for a SBA walk thru for permission to occupy the facility. The School Building Authority will retain five percent (5%) of the project cost until the completion report is executed including final inspection by the School Building Authority. The School Building Authority will provide the county board (or building owner) a list of required project closeout requirements when the project is 95% complete.

300.086. The LEA shall administer the receipt of bids per the requirements of the Fairness in Competitive Bidding Act as described in WV Code §5-22-1 et seq. and the SBA's Policy & Procedures Handbook.

a. In addition to listing the major Subcontractors with the bid on SBA Form 403-A, the apparent low Bidder must submit to the LEA, Architect, and SBA a Complete List of Subcontractors & Equipment / Materials Suppliers (SBA Form 403-B) by 4:00 PM the day after the bids are received. This complete list shall include the Category of Work, Subcontractor, and Contractor License Number of each entity providing work or equipment/materials that exceeds a value of \$25,000. Contractors may not add or substitute Subcontractors throughout the project without justification and subsequent approval from the Owner, Architect, and SBA. If the apparent low bidder fails to submit the subcontractor list, the LEA or Architect shall promptly request by telephone and email that the low bidder and second low bidder provide the subcontractor list within one business day of the request. Failure to submit the subcontractor list within one business day of receiving the request shall result in disqualification of the bid. A Subcontractor list may not be required if the Bidder provides notice in the bid submission or in response to a request for a subcontractor list that no subcontractors who will perform more than \$25,000 worth of work will be used to complete the project.

300.087. M. Reference to West Virginia Jobs Act and Employment Reporting

a. Any plan, specification and invitation to bid prepared by any architect or engineer shall make reference to the West Virginia Contractor Licensing Act informing any prospective bidder that contractor's license number must be included on any bid submission.

b. On SBA-funded projects that exceed \$500,000 that does not include federal monies, grant recipients shall require their project architect to include language within all bidding documents requiring all contractors to submit to the West Virginia Division of Labor certified payroll documents on a weekly basis.

c. 2. Grant recipients LEAs shall require their project architect to include language within all bidding documents that require all prime contractors and subcontractors that have employees on school property to provide assurances that all employees are in compliance with ~~WV~~ West Virginia Code, Chapter 21, Article 1B and SBA Policy §21-1B with regards to verifying legal employment status of all workers and with regards to registration of sexual offenders. (See SBA Forms 180, 181, 182)

300.088. The LEA shall not sign a Contract with a Contractor until Performance Bond and Payment Bond information is received via the project. Architect, however, the Contractor, as a condition of obtaining Performance and Payment Bonds, needs a projected date of contract execution. The LEA shall work with the Project and Construction team to provide this information.

300.09. ~~Q~~ Project Job Signs and Building Plaques

300.091. All SBA funded projects and major improvement funded projects shall have project job signs erected at the construction site. Project signs must be visible and readable from highways where possible. Specific information will be provided by the SBA Staff to be included on the sign. Additional project information may be required or desirable. A sample of a typical project sign is provided within this document for both "Needs" (SBA 168) and "MIP" (SBA 169) funded projects. Construction details are provided within the contract documents.

300.092. Upon completion of any major SBA funded project of \$1 million or more affecting the building's square footage, the architect shall design a building plaque for display in a prominent public area of the school. See The typical SBA project plaque design shall include the names of the following people:

- a. (1) The name of the Governor;
- b. (2) The names of the President of the Senate and the Speaker of the House;
- c. (3) The members of the SBA;
- d. The Executive Director of the SBA;
- e. The SBA Staff Representative;
- f. (4) The superintendent of schools, and;
- g. (5) The members of the local board;
- h. The project Architect / Engineer of Record or Design Firm, and
- i. The Prime Contractor(s).

300.093. The SBA will shall be contacted for appropriate information to be included and final approval of the job sign and building plaque design before its production. An example of a typical project plaque is included within this document. (SBA 170)

P. Heat, Ventilating and Air Conditioning Test, Adjusting and Balancing Requirement

1. The HVAC Testing, Adjusting and Balancing (TAB) agent shall be certified according to the procedures contained in the Associated Air Balance Council National Standards, the National Environmental Balancing Bureau procedural standards or the Environmental Engineering Consultants standards for testing, adjusting and balancing. The TAB agent shall be under direct contract with and directly represent the building owner. The TAB contractor shall coordinate the earliest start date as well as partial and final completion schedule for each area of the building with the mechanical contractor and

provide this information to the owner, architect and SBA. The TAB contractor shall complete the testing, adjusting and balancing in each area of the building within 30 days of the earliest start date. The owner will consider the start and completion dates prior to the award of the contract and award the contract based on the cost proposal and completion schedule. The successful TAB contractor shall provide two weeks advance notice to the mechanical contractor, owner, architect and SBA prior to each area being tested.

Q. Asbestos Abatement Requirements (If Required)

1. Contractor/vendors must show proof of having successfully completed an EPA approved training course. All certification must be current.
2. Contractor/workers must be licensed by the State of West Virginia to perform any or all types of asbestos inspection, project designing, management planning, contracting, abatement, supervision of abatement and air monitoring.
3. All contractors/vendors performing work using School Building Authority funding shall comply with all applicable codes and standards including but not limited to the requirement of:

Environmental Protection Agency (EPA)
Occupational Safety and Health Administration (OSHA)
Environmental Protection Agency Worker Protection Laws
National Emission Standards for Hazardous Air Pollutants (NESHAP)
Asbestos Hazard Emergency Response Act (AHERA) —
West Virginia Department of Health
West Virginia Department of Natural Resources
West Virginia Air Pollution Control Commission

4. At the completion of all asbestos abatement projects and before final payment will be processed by the SBA, the local board of education, the abatement designer and abatement contractor must provide written assurances that all abatement work has been performed in accordance with all applicable codes. All AHERA required close out documentation must be on file at the owner's office and must be made available to the SBA for review.

R. Project Close-out (Moved to Section 500)

1. The SBA shall be notified of the dates and time of substantial and final completion walk through inspections by the grant recipient. An SBA representative will participate in the walk thru and will accept or reject the contract as completed. A completed WVDE BP 13-A or when required and SBA Form 139 will be forwarded to the State Department of Education and the SBA when all punch list items have been satisfactorily addressed and the contract is complete. The local board project representative shall also submit a completed Contractor and Architect Evaluation Forms (SBA Form 124). Final payment for the contract will then be processed.
2. Provide at Project Close out the following documentation, but not limited to:
 - (a) Confirmation of Receiving Operation and Maintenance Manuals and As-Built Drawings and Specifications
 - (b) SBA Certificate of Project Completion — For lump sum projects use "WVDE BP 13-A" and for multiple prime contract projects use "SBA 139." Both of these forms are found in the SBA Guidelines and Procedures Handbook (Appendix L). These Forms should be filled out and signed by the local board of education then forwarded to the contractor and the architect and engineer for signing
 - (c) Contractor Evaluation Form (SBA 124) (to be completed with SBA staff)
 - (d) Architect/Engineer Evaluation form (SBA 138) (to be completed with SBA staff)
 - (e) SBA Certificate of Occupancy
 - (f) Notification of 11th month walkthrough date

(g) ~~Electronic & Hard copy of diagrammatic floor plan of new or renovated schools. Provide the following items:~~

- ~~1. One line drawing of floor plans including only diagrammatic walls, exiting, doors and windows, existing school~~
- ~~2. One line drawing with all school access safety data (submit electronic file to Office of Homeland Security)~~
- ~~3. One line drawing including only walls, doors, windows, room number/names and color coded HVAC zones with multi-zone equipment located in the HVAC zone~~

(h) ~~Provide a Final TAB report~~

(i) ~~Provide Final Commissioning Report when applicable~~

III. ~~CONTRACT DOCUMENT FORM REQUIREMENTS~~

~~The following information shall be included in the project manual for all projects funded in whole or in part by the SBA. The SBA also requires all referenced documents to be bound within the contract documents project manual and revised or updated documents must be approved by the SBA. The SBA encourages the use of standard AIA forms when possible including but not limited to the following:~~

A. ~~CONTRACT DOCUMENT REQUIREMENTS~~

~~GENERAL REQUIREMENTS~~

- ~~Construction Drawings~~
- ~~Project Manual~~
- ~~General and Special Conditions~~
- ~~Invitation to Bid~~
- ~~Instructions to Bidders~~
- ~~Bid Proposal Form~~
- ~~Bid Bond (AIA A310)~~
- ~~Insurance Requirements~~
- ~~Performance Bond and Payment Bond~~
- ~~Contractor's Qualification Statement (SBA 105)~~

B. ~~CONTRACT FORMS~~

- ~~General Conditions of the Contract for Construction (AIA A201)~~
- ~~Standard Form of Agreement Between Owner and Contractor Where Basis of Payment is a Stipulated Sum (AIA A101)~~
- ~~General Conditions of the Contract for Construction Manager—Adviser Edition (AIA A201/CMA)~~
- ~~Standard Form of Agreement Between Owner and Contractor—Stipulated Sum, Construction Manager—Adviser Edition (AIA A101/CMA)~~
- ~~General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, where applicable (AIA A232)~~
- ~~Performance Bond and Payment Bond (AIA A312)~~
- ~~Instructions to Bidders (AIA A701)~~
- ~~Change Order (AIA G701)~~
- ~~Change Order, Construction Manager—Adviser Edition, where applicable (AIA G701/CMA)~~
- ~~Application and Certificate for Payment (AIA G702)~~
- ~~Application and Certificate for Payment, Construction Management—Adviser Edition, where applicable (AIA G702/CMA)~~
- ~~Continuation Sheet (AIA G703)~~
- ~~Certificate of Substantial Completion (AIA G704)~~
- ~~Certificate of Substantial Completion, Construction Manager—Adviser Edition, where applicable (AIA G704/CMA)~~

- _____ Builders Risk Insurance Certificate, where applicable (Acord Form 24)
- _____ Certificate of Insurance (G715) (Acord Form 25)
- _____ SBA Policy and Procedures
 - _____ Part 1 Supplemental Instructions to Bidders
 - _____ Part 2 Supplemental General Conditions
- _____ Contractor's Affidavit of Payment of Debts and Claims (AIA G706)
- _____ Contractor's Affidavit of Release of Liens (AIA G706A)
- _____ Consent of Surety to Final Payment (AIA G707)
- _____ Consent of Surety to Reduction in or Partial Release of Retainage (AIA G707A)
- _____ Proposal Request (AIA G709)
- _____ Architect's Supplemental Instructions (AIA G710)
- _____ Construction Change Authorization (AIA G714)
- _____ Construction Change Directive, Construction Manager Adviser Edition, where applicable (AIA G714/CMA)
- _____ Certificate for In State Contractor Preference (if preference given)
- _____ Contractor's Qualification Statement and Contractor Financial Statement _____
(SBA 105 and 105A)
- _____ List of Subcontractors and Major Equipment/Materials Suppliers (SBA 123) Verification of HVAC Training (SBA 159)
- _____ Certificate of Project Completion (BP 13A)
- _____ Certificate of Project Completion Multiple Prime Projects (SBA 139)
- _____ Affidavit of Debt Paid (SBA 177)
- _____ Prime Contractor's Certification of Worker Compliance with WV Code and SBA Policy (SBA 181)
- _____ Subcontractor's Certification of Worker Compliance with WV Code and _____
SBA Policy (SBA 182)
- _____ SBA Bid Checklist (SBA 183)
- _____ Certification of Receipt of Addenda (SBA 184)
- _____ State of West Virginia Purchasing Affidavit (SBA 185)
- _____ Monthly Anticipated Adverse Weather Delays (SBA 186)
- _____ School Building Authority Construction (CPM) Schedule (SBA 187)
- _____ Drug Free Workplace Conformance Affidavit (SBA 188)

300.10. The School Building Authority is tracking construction square footage costs for total projects and various building components. Project bid tabulation documents are required to be faxed sent immediately to the School Building Authority office within 2 hours after construction bid openings are concluded. The tabulation sheet should be self-explanatory and include explanations of base bid pricing and all alternates being requested. The normal bid tabulation sheet prepared at the conclusion of the bid for county staff is acceptable. Bid openings shall not be scheduled after 1:30 p.m., so that bidding information can be transmitted to the School Building Authority office the same business day.

300.11. The LEA shall work with the Architect to provide a detailed post-bid budget that reflects all base bid(s), accepted alternates, allowances, and soft costs. This shall be supplied to the SBA within 72 hours of the bid. If a budget deficit exists after the project is bid, the LEA, Architect, and the SBA shall work in consultation with the low bidder(s) to determine if there are areas where cost savings may be found, if the scope of the project could be reduced, or if the project should be re-bid.

300.12. No construction contract shall be awarded without the School Building Authority review and approval of the construction bid and the contractor being recommended for the award post-bid budget. The School Building Authority will review the required post-bid documentation of the apparent low

~~bidder(s)~~ during the 72 hours immediately following the bid opening. During this timeframe the School Building Authority will not discuss bid results with bidding contractors until all documentation has been reviewed.

300.13. Liquidated Damages Computation – Should the progress of construction appear to fall behind schedule so much that the anticipated Substantial Completion Date does not appear to be likely to be met, the LEA shall develop anticipated actual delay costs associated with incurring damages as a result of the project's unavailability for its intended use.

301. Educational Specification Requirements

~~School Building Authority of West Virginia~~
~~EDUCATIONAL SPECIFICATIONS~~

301.01. Each Local Board of Education, funded by the SBA for the construction of a new school facility or major renovation to an existing facility where educational curricular offerings will be altered, shall ~~assign~~ develop an Educational Specification (Ed. Spec.) for the facility, which tells the project Architect specifically what to design. In doing so, the LEA will establish a Committee to and will work with the SBA ~~to develop educational specifications for the facility~~ Staff to complete this task.

301.02. ~~The Ed. Spec shall describe~~ By developing educational specifications, the learning activities, the number, groupings and nature of the people involved, the spatial relationships between sections of the facility, the interrelationships of instructional programs with each other as well as non-instructional spaces and the major furniture/equipment needs ~~or the new facility can be defined and more easily understood.~~ Each Ed. Spec. Committee must consist of representatives from the educational profession, individuals from the community and the architectural design staff selected by the board of education. Upon completion, the Educational Specification will be provided to the Design Team for development of the building design.

301.03. When specifications are agreed upon and committed to a written document, the architect is provided the greatest opportunity to design a school that more nearly meets the needs of the educational program and facilitates the activities that will be occurring in the spaces. To that end, and to more readily value the scope of the project, it is essential that an educational specifications document ~~accompany be completed prior to the schematic drawings submitted~~ design submission to the SBA for review prior to approval by the local board of education*.

301.04. To be consistent and assist in understanding the issues to be included in the educational specifications, the following outline is provided but should not be considered ~~in~~ inclusive should other issues be of concern to you and your planning committees.

I. Introduction

A short synopsis describing the configuration of the educational structure, the projected number of students, site location, availability of site utilities, existing availability of ancillary facilities and spaces (i.e., athletic, etc.) and proposed statistics for the new construction.

II. The Community

A brief description of the community, its history, specific cultural distinctions and maps showing geographic characteristics, attendance areas (present and proposed) and the site location.

III. The Educational Plan

The educational plan can be subdivided into ~~two~~ three general areas:

A. Curriculum Plan – States the schools philosophy, educational goals and objectives of the program. This should clarify important issues and priorities for consideration in the planning of the new facility.

B. Support Plan – Provides staffing information including teachers, instructional aides, food service personnel, counselors, custodial staff, and administrative staff including principals, assistant principals, department heads, etc.

C. Technology Component (where applicable) Plan – If technology is used to support the curriculum delivery, Provide specific details regarding how the technology will be used for each curricular area and/or administrative area in the new school. The technology plan shall comply with state and county adopted standards.

IV. Building Space Requirements

The utilization of space is extremely important. The SBA ~~requires~~ desires a minimum 85% utilization of newly constructed schools or schools where building additions are being proposed (80% in Middle Schools). In order to assist in developing Section IV, Worksheet #1, which compiles data from the calculation of spaces for the new facility, must be completed and incorporated into ~~Section IV~~ this section.

The final number of allowable classrooms and the square footage for any facility that incorporates SBA funds will be determined by the ~~SBA staff~~ Ed. Spec. Committee upon consideration of the program needs, building utilization rates, maximization of multi-use spaces in the design and the potential construction of the project within the allocated funds available. If spaces are proposed that exceed the SBA's maximum space requirements and funding formula, prior approval is required. It is suggested that this approval be requested before the project is submitted to the SBA for funding consideration.

In order to assure appropriate spaces and utilizations for the projected enrollment, room numbers and labels should be assigned to instructional areas on the schematic drawings and a model student schedule developed using Worksheet #2 to locate students and staff within the facility during each of the instructional periods of the day.

The following formula is to be utilized to determine the maximum number of classrooms that may be considered in each curricular area: The following example assumes a middle school math program for 300 students, a six-period academic day (excludes planning periods), a maximum of 25 students, and calculated as a semester class where full credit is achievable for the class:

Formula for Determining Teaching Stations Per Subject Area:

Number of students Enrolled in subject (300)	x	Number of periods per week in subject (5)	= 1500		
				=	Number of teaching stations for this subject area = 2
(25)		(30)	= 750		
Maximum class size (see reference sheet)	x	Maximum number of periods per week (every period, every day)			

V. Program of Spaces and Space Allocations Descriptions

A Program of Spaces shall be created that specifically lists the size and quantity of each space that is to be designed in the new facility. The total square footage calculated from each space, multiplied by a building efficiency factor must not exceed the maximum square footage funded. Upon completion of the Program of Spaces, a space description matrix where each major space within the building is described so that the design team can understand the full intent of the Ed. Spec. committee. This section describes the instructional areas (general classrooms, PE areas, tech. ed. labs, science areas, consumer and homemaking areas, special education spaces, administrative offices, etc.). Middle/Junior and High School departmentalization, specialization of spaces, electives and scheduling are factors to be considered in determining then number of teaching stations. The maximum number of teaching stations may be

determined by applying the formula provided in Section IV to each subject area. The following description of each subject area is needed and should include:

~~_____ A. Goals — What are the objectives to be accomplished in the area.~~

BA. Space Required – Submit the calculations from the formula in Section IV to identify the number of spaces needed in this subject area and complete Worksheet #1, attached. Teacher planning areas must be provided in building design allowing maximum use of teaching stations.

CB. Planned Activities & Group Usages– Include specific actions to be performed in an area such as paint, read, science experiments, audio visual presentation, telecommunications, robotics lab, multiple use areas, etc. Identify if the area is to be used for large or small group instruction, individual student work, team teaching, multiple usage, etc

DC. Number of Users – Determine the number of administrators, teachers, aides and pupils to use the area at any one time.

~~_____ E. Group Usages — Identify if the area is to be used for large or small group instruction, individual student work, team teaching, multiple usage, etc.~~

FD. Spatial Requirements Relationships – Identify the spatial relationships of any one space to other areas of the facility whether inside or outside – near to or away from, convenient to media center (as with language arts areas), capability for combining or subdividing areas, the frequency of such adjustments and the square footage needed to do so, etc. Bubble diagrams should be used to show interrelationships of spaces.

GE. Storage and/or Support Facilities – Spaces that allow the area to meet its goal: shared storage areas, teacher preparation areas, student work/storage areas, conference rooms, etc. Specific direction as to the cubic feet of storage needed in the specific area. Generally, this denotes built-in storage areas and closets.

HF. Environmental Considerations – Acoustical, Visual, Thermal, Climatic and Aesthetic considerations that enhance the practical usage of the specific space.

IG. Utility Needs – Utilities needed in the specific area including: water, electrical, toilets, 3-phase power, gas, vacuum capability, telephone, technology wiring, etc.

~~_____ J. Storage — More specific direction as to the cubic feet of storage needed in the specific area. Generally, this denotes built-in storage areas and closets.~~

KH. Display Areas, Furniture & Equipment – Chalkboards, bulletin boards, display cases (linear feet). Describe quantities and types of furniture & equipment to be used in each area.

~~_____ L. Furniture and Equipment — Quantities and types of items to be used in each area.~~

MI. Technology – Specific needs of each space to accommodate the technological delivery system/network incorporated into the facility.

NJ. Other – Identify any other specific information essential to each specific area including communications, security, special ventilation requirements and any county adopted design standards.

VI. Technology Plan

A technical plan for delivery of media, voice, data, graphics, text and telecommunications throughout the school includes a description of the instructional and administrative objectives, the technical structure needed to facilitate the system, the equipment needed to implement the system and the physical/design

302. Architectural / Engineering Supplemental Requirements to AIA B101 (2017)

School Building Authority of West Virginia Supplementary Conditions to AIA Document B101-2017 Standard Form of Agreement Between Owner & Architect

The following Supplementary Conditions modify the Standard Form of Agreement Between Owner and Architect, AIA Document B101-2017 Edition. Where a portion of the Agreement is modified or deleted by these Supplementary Conditions, the unaltered portions shall remain in effect.

Article 1 – Initial Information

§1.1.6 Remove Section 1.1.6. in its entirety.

§1.2 Delete the second and third sentences in Section 1.2 and substitute the following:

Both parties, however, recognize that the Initial Information may materially change, and in that event, the Owner and the Architect may appropriately adjust the Architect's services, and the Architect's compensation. The Owner may adjust the Owner's budget for the Cost of the Work; however, the Owner's anticipated design and construction milestones, as described in the Grant Contract between the County Board of Education and the SBA, shall not change, unless approved by the SBA.

§1.3 Remove the last sentence from Section 1.3.

§1.3.1 Make the following changes to Section 1.3.1:

Remove the phrase "in AIA Document E203TM-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202TM-2013, Project Building Information Modeling Protocol Form" and replace it with "in this Agreement"

Article 2 – Architect's Responsibilities

§2.1 Add the following sentences to the end of Section 2.1.

Notwithstanding the foregoing, Architect is not authorized to hire other design professionals unless doing so was expressly included in the scope of this agreement, or this agreement is appropriately modified by Change Order to include the hiring of other expressly identified design professionals.

§2.5 Make the following changes to Section 2.5:

Delete the section its entirety and replace it with the following: "The Architect shall maintain the insurance specified in this agreement either below or in other documentation included herewith"

§2.5.7 Make the following change to Section 2.5.7:

Remove §2.5.7 in its entirety and replace it with the following: "The Owner must be listed as an additional insured on all insurance mandated by this Agreement, excluding professional liability insurance."

Add the following Sections to Article 2:

§2.6 The format and minimum standard of quality used by the Architect in preparing specifications for the project shall be in AIA MASTERSPEC or equal, and the Architect shall use the CSI Masterformat numbering system, unless a different standard is approved in writing by the Owner.

§2.7 The Architect shall review laws, codes, and regulations applicable to the Architect's services and shall comply in the design of the Project with applicable provisions of the West Virginia Building Code, the West Virginia Fire Code, and the Americans with Disabilities Act (ADA). The most stringent application of these codes and standards shall apply. In the design of the Project, the Architect shall comply with the requirements imposed by governmental authorities having jurisdiction.

Article 3 – Scope of Architect's Basic Services

§3.1.1 Add the phrase "consult with the Owner," after the word "services" in the first sentence.

§3.1.2 Make the following change to Section 3.1.2:

In the third sentence, after "shall" add "thoroughly review the services and information for completeness and sufficiency and".

§3.1.3 Delete Section 3.1.3 in its entirety and substitute the following:

§3.1.3. The Owner shall provide the Architect the Project Development Schedule as established and agreed to in the Grant Contract between the County Board of Education and the SBA. The schedule includes design phase submission requirements, anticipated bidding dates, and reflects required approval timelines for the SBA and other authorities having jurisdiction over the Project. If the project is delayed at any phase at the county level as a result of timelines not being met, the SBA may require the Owner to pay the delay costs to the SBA. If delay costs are assigned to an Owner as a result of the Architect's failure to meet the design and bidding schedule, the Owner shall pay the required delay costs and subtract the delay cost amount from the next payment(s) to the Architect.

§3.1.6 Delete Section 3.1.6 in its entirety and substitute the following:

§3.1.6. The Architect shall furnish and submit substantially completed construction documents to all governmental agencies having jurisdiction over the project on behalf of the Owner and at the Owner's cost, shall assist the Owner in securing their approval, and shall incorporate changes in the Construction Documents as may be required by such authorities.

§3.2.2 Make the following change to Section 3.2.2:

In the second sentence, after the word "Architect" add "shall review such information to ascertain that it is consistent with the requirements of the Project and".

§3.2.7 Make the following change to Section 3.2.7:

Delete ", and request the Owner's approval." and replace with "and to the SBA for approval. The Architect agrees to address any review comments before proceeding to the next phase of design."

§3.3.3 Make the following change to Section 3.3.3:

Delete ", and request the Owner's approval." and replace with "and to the SBA for approval. The Architect agrees to address any review comments before proceeding to the next phase of design."

§ 3.4.2 Delete Section 3.4.2 in its entirety and substitute the following:

§3.4.2 Construction drawings, specifications, or other Construction Documents submitted by Architect must be complete and unambiguous and in compliance with all applicable codes, ordinances, statutes, regulations, and laws. By submitting the same, Architect certifies that the Architect has

informed the Owner of any tests, studies, analyses, or reports that are necessary or advisable to be performed by or for the Owner at that point in time.

§ 3.4.3 Add the following sentence to the end of Section 3.4.3:

No project bid dates and mandatory pre-bid conference dates shall be set before Construction Documents have been approved by the SBA. All bid dates and pre-bid conference dates shall be coordinated with the SBA Office.

§ 3.4.5 Delete Section 3.4.5 in its entirety and substitute the following:

The Architect shall submit the Construction Documents and the estimate of the Cost of Work to the Owner and the SBA for approval, take any action required under Section 6.5, and agrees to address any review comments before proceeding to the Bidding Phase.

§3.5.2.2.4 Remove Section 3.5.2.2.4 in its entirety and replace it with the following:

if expressly authorized by Owner, and permitted by applicable procedure and law, organizing and conducting the opening of bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

Add the following to Section 3.5.2.2

.5 The Architect shall submit to the Owner and the SBA within 72 hours of the close of bids a complete Post-Bid Budget for the Project that shows all project costs including, but not limited to: base bid, accepted alternate bids, allowances, soft costs, and contingencies. If a budget deficit occurs, provide the exact amount of overages along with a description of the options the Owner has to solidify the budget.

§3.5.3 Negotiated Proposals. Remove Section 3.5.3 in its entirety.

§ 3.6.1.1 Delete the last sentence in its entirety and substitute the following:

The School Building Authority of West Virginia's Supplementary Conditions to the General Conditions of the Contract for Construction shall be adopted as part of the Contract Documents and shall be enforceable under this Agreement.

Add the following Section to 3.6.1:

§3.6.1.4 The Architect shall be responsible for conducting bi-weekly progress meetings and for the preparation, distribution, and accuracy of minutes pertaining thereto to all parties as directed by the Owner.

§3.6.2.1 Delete the second sentence in its entirety and substitute the following:

The Architect shall carefully review the quality and quantity of the Work at appropriate intervals necessary for Architect to remain aware and knowledgeable of issues or problems that have developed, or could reasonably be foreseen, during construction as part of the Architect's design and contract administration services, shall issue written reports of such reviews to the Owner, SBA, and the Contractor, and further shall conduct any additional reviews at any other time as reasonably requested by the Owner or SBA. The Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents

The architectural firm may utilize a Construction Administrator for project oversight and to attend all construction progress meetings, however, the Project Architect and Engineer responsible for the design shall be present at the project site to attend a minimum of one project meeting per month. ~~This person must have authority to~~ sufficiently informed of all progress and issues in order to expeditiously render decisions on the project ~~in order~~ to avoid unnecessary delays.

§ 3.6.2.2 Delete the first sentence of 3.6.2.2 in its entirety and substitute the following:

The Architect shall have the authority and obligation to reject Work that does not conform to the Contract Documents. In instances where the Contractor has not adhered to the terms of the Contract Documents, the Architect shall, within two business days upon discovery, submit a standard "Notice of Non-Compliance" to the Contractor copying the Owner and the SBA. In instances where the Contractor's Work does not meet the standards of the Contract Documents, the Architect shall, within two business days upon discovery, submit a standard "Notice of Non-Conformance" to the Contractor copying the Owner and the SBA. Upon correction of the non-compliant or non-conforming work, the Architect shall, in a timely manner, submit to a standard report of resolution of the non-compliant or non-conforming work to the Owner and the SBA copying the Contractor.

§3.6.2.4 Delete Section 3.6.2.4 in its entirety and substitute the following:

§3.6.2.4 The Architect shall render initial decisions on claims, disputes or other matters in question between the Owner and Contractor as provided in the Contract Documents. The Architect shall also make initial decisions on matters relating to consistency with intent of contract documents, including aesthetic effect, however, the Owner, after consultation with the SBA, reserves the right to make final decisions on issues of consistency with intent and aesthetic effect.

§3.6.4.2 Make the following changes to Section 3.6.4.2:

Delete the first sentence in its entirety and substitute the following:

The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples. The Architect's review of Contractor's submittals must determine the following: (1) if such submittals are in compliance with applicable laws, statutes, ordinances, codes, orders, rules, regulations; and (2) if the Work affected by and represented by such submittals is in compliance with the requirements of the Contract Documents. Architect shall promptly notify the Owner and Contractor of any submittals that do not comply with applicable laws, statutes, ordinances, codes, orders, rules, regulations, or requirements of the Contract Documents. Architect is responsible for determining what aspects of the Work will be the subject of shop drawings or submittals. Architect shall not knowingly permit such aspects of the Work to proceed in the absence of approved shop drawings and submittals. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. The Architect shall make available a File Transfer Protocol (FTP) site for the project to include all Contract Documents and associated communication documents. In addition, the Architect shall submit to the Owner and the SBA a monthly a log of all formal communication with the Contractor including, but not limited to, Requests for Information, Shop Drawings, Data Samples, or Proposed Changed Orders.

In the second sentence, delete the words "or performance".

§3.6.4.5 Make the following change to Section 3.6.4.5:

Add " , including a submittal log," after "The Architect shall maintain a record of submittals".

§3.6.5.2 Make the following changes to Section 3.6.5.2:

Section 3.6.5.2 shall now be Section 3.6.5.3. Section 3.6.5.2 shall read as follows:

§3.6.5.2 If the Architect and the Owner determine that the implementation of the requested change would result in a change to the Contract that may cause an adjustment in the Contract

Time or Contract Sum, the Architect shall make a recommendation to the Owner and the SBA who may authorize further investigation of such change.

§ 3.6.5.3 Add the following to the end of Section 3.6.5.3:

Additionally, the Architect shall review and provide written documentation of the sum of all change order requests and proposals with respect to the following criteria:

- .1 confirm proposed change is a material change to the Contract;
- .2 confirm appropriate credits are included for Work not completed;
- .3 verify that the proposed additional cost or credit is reasonable with respect to industry standards. Cost verifications may, as authorized by Owner, include independent estimates and/or consultations with contractors and vendors; and
- .4 confirm that the appropriate back-up documentation is included and mathematically correct including mark ups and taxes pursuant to the requirements of the Contract Documents.

§ 3.6.6.1 Add the clause to the end of Section 3.6.6.1:

.5 At approximately 85% of construction or sixty days prior to the projected date of Substantial Completion, the Architect shall assist the Owner in administering a Project Closeout Coordination Meeting involving the Owner, Prime Contractor(s), and SBA Representative. This meeting may be held in coordination with the required bi-weekly construction progress meetings. The purpose of this meeting is to facilitate the coordination of all required closeout procedures as listed in SBA Form 500 – Project Closeout Procedures for the final completion of the Contract. It is recommended that deadlines be established for the submission of specific required documents by the responsible parties. Final payment will not be authorized by the SBA until all closeout conditions are met.

Article 4 – Additional Services

§4.2.1 Make the following changes to Section 4.2.1:

.6 Before the semicolon insert “, provided such alternate bids or proposals are not being used for budget control”

.9 Delete this provision in its entirety and replace it with “assist with the Owner and the SBA’s evaluation of the qualifications of entities providing bids or proposals.”

§4.2.2 Remove Section 4.2.2 in its entirety.

Article 5 – Owner’s Responsibilities

§5.2 Make the following change to Section 5.2:

In the first sentence, after “The Owner” add “, with Architect’s assistance,”

Add the following Section to Article 5:

§5.3.1 The Owner and the SBA have the right to reject any portion of the Architect’s Work on the Project, including but not limited to Schematic Design Documents, Design Development Documents, Construction Documents, or the Architect’s provision of services during the construction of the Project, or any other design Work or documents on any reasonable basis or because in the Owner’s opinion, the construction cost of such design is likely to exceed the budget for Cost of the Work.

.1 If at any time the Architect's Work is rejected by the Owner or the SBA, the Architect must proceed when requested by the Owner or the SBA, to revise the design Work or documents prepared for that phase to the satisfaction of the Owner and the SBA.

.2 Neither the Owner nor the SBA may reject the Architect's Work for aesthetic reasons after the Schematic Design Phase is approved.

.3 These revisions shall be made without adjustment to the compensation provided hereunder, unless revisions are made to Work previously approved by the Owner and the SBA under previous phases, in which case such revision services will be paid as a Change in Services.

.4 Should there be substantial revisions to the original program after the approval of the Schematic Design Documents, which changes substantially increase the scope of design services to be furnished hereunder, such revision services will be paid as a Change in Services. The Architect must so notify the Owner and the SBA of all Changes in Services in writing and receive approval from Owner before proceeding with revisions necessitated by such changes.

.5 No payment, of any nature whatsoever, will be made to the Architect for additional Work or Changes in Services without such written approval by Owner.

§5.5 Make the following changes to Section 5.5:

In the first sentence, delete "shall" and substitute "may" and add the following sentence at the end of Section 5.5:

The Owner may, in its sole discretion, request that the Architect secure these services by contracting with a third party.

§5.8 Make the following change to Section 5.8:

In the third sentence, delete "shall" and substitute "may".

§5.9 Make the following change to Section 5.9:

At the beginning of this sentence, insert "Unless otherwise provided in this Agreement,"

§5.11 Add the following sentence to the beginning of Section 5.11:

The Owner shall be entitled to rely on the accuracy and completeness of services and information provided by the Architect.

§ 5.15 Remove Section 5.15 in its entirety.

Article 6 – Cost of Work

§ 6.1 Make the following changes in Section 6.1

Delete the phrase "and shall include contractors' general conditions costs, overhead and profit".

Delete the second and third sentences of Section 6.1 in their entirety and replace with the following:

"In the event that Owner plans to utilize its own resources (labor, machinery, or materials) for part of the project, Owner and Architect must discuss the impact of that choice on the design and Cost of the Work prior to executing this Agreement. If Owner and Architect agree that such amounts will be included in the Cost of the Work, then that cost will be determined in advance and incorporated into this Agreement. Failure to do so will result in such costs being excluded from the Cost of the Work. Construction costs do not include costs associated for a construction manager, clerk-of-the-

works, construction analyst, licenses, permits, ~~B&O taxes~~ and change orders caused by A&E errors and omissions or change orders which do not require the services of the A&E firm. Fees associated with construction change orders will be reviewed by the SBA and the owner and additional professional service fees will be paid based on services required to effectuate the construction change.

§6.3 Delete Section 6.3 in its entirety and substitute the following:

§6.3 In preparing estimates for the cost of the Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation, and in consultation with the Owner, to determine what materials, equipment, component systems and types of construction to be included in the Construction Documents, to make reasonable adjustments in the scope of the Project. Add-alternate bids may be included in the Contract Documents to adjust the estimate of Cost of the Work to meet the Owner's adjusted budget. If an increase in the Contract Sum occurring after execution of the Contract for Construction caused the Project budget to be exceeded, the Project budget shall be increased accordingly.

§ 6.5 Remove the phrase "shall cooperate with the Architect in making such adjustments" and replace with "may cooperate with Architect in making such adjustments, at its sole discretion."

§6.6.2 After the word "renegotiating" insert "(renegotiation being limited to instances where Owner is legally authorized to renegotiate)"

§6.7 Delete Section 6.7 in its entirety and substitute the following:

§6.7 If the Owner chooses to proceed under Section 6.6.2, the Architect, without additional compensation, shall assist the Owner in rebidding or renegotiating the Project within a reasonable time. If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the documents which the Architect is responsible for preparing under this Agreement as necessary to comply with the Owner's budget for the Cost of the Work, and shall assist the Owner in rebidding or renegotiating the Project within a reasonable time. The modification of such documents and the rebidding or renegotiating of the Project shall be the limit of the Architect's responsibility under Section 6.6.

Article 7 – Copyrights and Licenses

§7.3 Make the following changes to Section 7.3:

In the first sentence, insert "irrevocable, royalty-free, right and" after the word "nonexclusive" and delete the words "solely and exclusively".

Delete the last sentence of Section 7.3 and substitute the following:

Upon completion of the Project, or upon termination of this Agreement for any reason prior to the completion of the Project, Owner shall be entitled to retain copies of all Instruments of Service and shall have an irrevocable, royalty-free, right and license to use all of the Instruments of Service for any and all purposes related to the Project in any manner the Owner deems fit, including the following:

- a. Electronics Filing and Archiving for the purpose of record keeping at Owner designated areas;
- b. Any future renovation, addition, or alteration to the Project; and
- c. Any future maintenance or operations issue as it pertains to the Project.

The Architect or Architect's Consultants shall not be responsible for any modifications to the Work made by Owner or Owner's representatives using the Architect's Instruments of Service.

§7.3.1 Delete the second sentence of Section 7.3.1.

Article 8 – Claims and Disputes

§8.1.1 Delete Section 8.1.1 in its entirety and substitute the following:

§8.1.1 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run pursuant to applicable provisions of the West Virginia Code.

§8.1.3 Make the following change to Section 8.1.3:

At the beginning of the first sentence, insert “Unless otherwise agreed by the Parties,”

Add the following Section to Article 8.1:

§8.1.4 The Owner may suffer financial loss if the Architect’s services are not completed within the schedule approved by the Owner in accordance with Section 3.1.3. If so provided, the Architect shall be liable for and shall pay the Owner, as liquidated damages and not as a penalty, any sum(s) stated in this Agreement.

Allowances may be made for delays beyond the control of the Architect. All delays and adjustments to the Architect’s schedule must be properly documented and approved by the School Building Authority in accordance with Section 3.1.3.

§8.2 Make the following changes to Section 8.2:

§8.2.1 In both instances where it appears, delete “binding dispute resolution” and substitute “litigation in the circuit court in which the county the Project resides.”

§8.2.2 Delete this Section in its entirety and substitute the following:

The parties shall endeavor to resolve their Claims by non-binding mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement.

§ 8.2.3 After the end of the first sentence in Section 8.2.3, add:

“In the event that Owner determines that fee sharing is prohibited, the Architect may choose to mediate and pay the entire fee, or the parties will forgo mediation and pursue other available remedies.”

§8.2.4 Delete this Section in its entirety and substitute the following:

If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of litigation shall be in accordance with Section 8.3.

§8.3 Delete Section 8.3 in its entirety and substitute the following:

§8.3 Settlement of Claims

§8.3.1 The Parties understand that this sovereign immunity and the Constitution of the State of West Virginia prohibit the State and Owner, from entering into binding arbitration. Notwithstanding any provision to the contrary in the Contract Documents, all references to arbitration, regardless of whether they are included in the AIA Document B101-2017 or another related document are hereby deleted

§8.3.2 Any claim, dispute or other matter in question arising out of this Agreement which cannot be settled between the parties shall, in the case of the Architect, be submitted to the Circuit Court of the county in which the Project resides.

Article 9 – Termination or Suspension

§9.1 Make the following changes to Section 9.1:

In the first sentence, after “If the Owner fails to make payments to the Architect” add “of undisputed amounts”. In the third sentence, after “In the event of a suspension of services,” add “in accordance herewith”. In the fourth sentence, after “Before resuming services, the Architect shall be paid all sums due prior to suspension and” add “shall negotiate with the Owner for”.

§9.2 Make the following changes to Section 9.2:

In the first sentence, after “If the Owner suspends the Project” add “for more than 90 consecutive days”.

Delete the last two sentences in Section 9.2 and substitute the following:

When the Project is resumed, the Owner and the Architect shall negotiate the amount of any compensation the Owner will pay the Architect for expenses incurred in the interruption and resumption of the Architect’s services. The Owner and the Architect shall negotiate any adjustments to the Architect’s fees for the remaining services and the time schedules for completion.

§9.6 Make the following changes to Section 9.6:

Delete “costs attributable to termination, including the costs attributable to the Architect’s termination of consultant agreements”.

§9.7 Delete Section 9.7 in its entirety.

Add the following Section to Article 9:

§9.10 In the event of any termination under this Article, the Architect consents to the Owner’s selection of another architect of the Owner’s choice to assist the Owner in any way in completing the Project. Architect further agrees to cooperate and provide any information requested by Owner in connection with the completion of the Project and consents to the making of any reasonable changes to the design of the Project by Owner and such other architect as Owner may desire in accordance with applicable practice laws contained in Chapter 30, Article 12 of the West Virginia Code, or elsewhere. Any services provided by Architect that are requested by Owner after termination will be fairly compensated by Owner in accordance with Article 11.

Article 10 – Miscellaneous Provisions

§ 10.1 Make the following changes to Section 10.1:

Remove the last sentence referencing arbitration in its entirety.

§10.2 Make the following changes to Section 10.2:

At the end of the sentence, delete the period and add “, as modified by the School Building Authority of West Virginia Supplementary Conditions to the AIA Document A201-2017, General Conditions of the Contract for Construction.”

§10.3 Add the following sentence to the end of Section 10.3:

The Architect shall execute all consents reasonably required to facilitate such assignment.

§10.6 Add the following sentence to the end of Section 10.6:

The Architect shall immediately report to the Owner's project manager the presence, handling, removal or disposal of, or exposure of persons to and location of any hazardous material which it discovers.

§10.8.1 Remove the phrases "after 7 days' notice to the other party," and "arbitrator's order" from Section 10.8.1.

Article 11 – Compensation

§11.3 Insert the following language as a basis for compensation:

Fee adjustments for owner requested change orders, or change orders intended to improve overall quality of the facility will be considered. Compensation will be based on the amount of design, coordination and/or construction administration required to effectuate the change. Fee adjustments must be approved by the SBA. A/E fees for change orders not requiring design changes should be negotiated as an additional service and reimbursed on an hourly basis.

A/E fee modifications for change orders for new construction that requires construction document amendments due to design deficiencies will be reviewed on an individual basis by the owner and the SBA and fee adjustments considered if construction has not taken place in the affected area. The Owner will pay for the required labor and material cost to effectuate the change. The A/E fee will only be adjusted based on A/E services required to effectuate the change in the scope of work.

A/E fee modifications for change orders on new construction that requires construction document amendments due to items of work inadvertently omitted from construction documents where the construction has taken place in the affected area and demolition is required will be reviewed on an individual basis by the owner and the SBA. ~~If it is determined that~~ the problem should have been resolved by the A/E firm within the building design, the Owner will pay for the required change order and the A/E firm will be ~~back-charged~~ for the change including any demolition and replacement costs plus contractor overhead and profit. The owner will deduct any added value construction received as a result of the change from the amount the A/E firm is being back-charged.

A/E fee modifications for change orders on renovation and addition projects will be addressed on an individual project basis. If construction changes are required due to owner requested changes, incorrect as-built information or if it is determined by the owner and the SBA that a condition has occurred that could not have been foreseen by the A/E firm, the A/E firm will be compensated for the design modification based on the additional services required to effectuate the change in work.

Contingency allowances shall be established at two percent (2%) for new construction projects and ~~four~~ six percent (4 6%) for each renovation project. Fifty percent (50%) of those contingencies shall be established for Owner requested changes. The remaining fifty percent (50%) shall be established for errors and omissions of the design team. Should the errors and omissions exceed the fifty percent (50%) allocated in the contingency allowance, this information will be noted within the SBA/County, Architect/Engineer evaluation at the conclusion of each project.

§11.4 Make the following changes to Section 11.4:

After the word "shall", insert "not exceed a multiple of 1.15 times the amount billed to the Architect for such Additional Services" and delete the rest of that sentence.

§11.6.1 Delete the last sentence of Section 11.6.1 in its entirety.

§11.7 Delete Section 11.7 in its entirety and substitute the following:

§11.7 The Architect's rates and multiples for service as set forth in this Agreement shall remain in effect for the life of this Agreement unless unforeseen events which are not the fault of the Architect delay the Project completion. In such event, an equitable adjustment in the Architect's rates may be negotiated with the Owner.

§11.8.1 Delete Sections 11.8.1.4 and 11.8.1.5 in their entirety and substitute the following:

§11.8.1.4 The expense of reproductions, postage and handling of bidding documents shall be a Reimbursable Expense, however, the expense of reproductions, plots, standard form documents, postage, handling, and delivery of Instruments of Service for the Owner's use and for review of governmental agencies having jurisdiction over the Project shall not be a Reimbursable Expense but shall be covered in the Architect's Compensation under §11.1.

§11.8.2 Delete Section 11.8.2 in its entirety and substitute the following:

§11.8.2 For Reimbursable Expenses described in Section 11.8.1.1, compensation to the Architect shall be at actual cost and shall be made pursuant to the Owner's travel regulations. For those expenses described in Sections 11.8.1.2 through 11.8.1.11, the compensation shall be computed as a multiple of 1.15 times the expenses incurred by the Architect, the Architect's employees and consultants.

§11.9 Architect's Insurance

§11.9 Delete Section 11.9 in its entirety.

§11.10.1 Delete Section 11.10.1 in its entirety.

§11.10.2 Delete Section 11.10.2 in its entirety and substitute the following:

§11.10.2 Payments are due and payable thirty (30) days from the date of receipt of the Architect's invoice by the Owner.

§11.10.2.2 Delete Section 11.10.2.2 in its entirety.

Article 12 – Special Terms and Conditions

Add the following to AIA B101, Article 12:

- ~~The School Building Authority intends to implement Building Information Modeling (BIM) for design and construction of SBA funded projects as follows:~~
- ~~New School Construction Projects beginning in December 2015~~
- ~~All New School Construction and Major Addition and Renovation Projects beginning in December 2016~~
- ~~Implementation of BIM on all projects beginning December 2017.~~
- ~~BIM modeling information data provided to the owners for use in their preventative maintenance data bases state wide by 2019.~~
- ~~Please refer to SBA Form 190 Building Information Modeling (BIM) Guidelines and Standards.~~

Add the following to AIA B 101, Sections to Article 12:

§12.1 If the SBA or Owner assigns and Architect determine the services of a Construction Manager (CMA) or Construction Analyst (CA) are necessary to a project, CM and/or CA review comments relative to the clarity of the design intent shall be incorporated into the documents by the A/E unless the A/E determines that the clarifications conflict with applicable codes or standards. The A/E will notify the owner and SBA of comments not being incorporated into the documents. However, should clarification

comments not being incorporated into the document result in construction change orders, the SBA will not provide funding for change orders required to incorporate work into project relating to the review comments.

§12.2 Quality Control of Bidding and Construction Documents is of paramount importance to prevent unnecessary construction delays and change orders. Based on the project closeout evaluation process, Architectural and/or Engineering firms who demonstrate a pattern of errors and omissions exceeding fifty percent (50%) of the allocated contingency amount, will be required to meet with the Executive Director of the School Building Authority to review the construction documents quality control program the firm has established.

~~In order to provide opportunity for any Architectural and/or Engineering firm cited for excessive errors and omissions within their construction documents, to appreciably improve the quality of their performance prior to being placed on probation, the SBA staff will utilize the following procedure:~~

~~a. Each project will be monitored by the SBA and if errors and omissions on any project exceed fifty percent (50%) of the allocated contingency, the cited firm shall be noticed in writing of the SBA's concern, with appropriate documentation to illustrate the errors and omissions cited. The firm cited shall appear before the Executive Director of the SBA to present their reasons for the excessive errors and omissions noted and the firm shall have the opportunity to respond positively with improved performance after the initial notice.~~

~~b. Continued failure to improve the quality and control of the construction documents will result in the Architectural/Engineering firm being placed on probation and prohibited from performing services on SBA projects for a period of one year. Should the Architectural/Engineering firm desire to appear before the Authority, the firm may appear before the SBA Construction Committee to discuss the citations and justify his uninterrupted participation.~~

~~c. Probationary status of a firm may be revoked or continued by the SBA's Construction Committee upon review and deliberation of the SBA staff recommendation at the conclusion of the probationary period.~~

~~Additional Services Special consultants required by the A/E firm for complex projects will be paid as an additional service by the grant recipient. Special consultants must be approved by the owner and the SBA prior to their use. HVAC Testing, Adjusting and Balancing services shall be contracted directly to the county board. Geotechnical services shall also be contracted directly to the county board (or other grant recipients) unless SBA approval is granted to contract this service to the A/E firm.~~

§12.3 Specialty consultants used by the A/E Firm for the development of project drawings and/or specifications shall not bid on any portion of the construction project. Consultants found to be submitting bids on such projects will be disqualified.

Article 13 – Scope of the Agreement

Add the following Section to 13.2:

§13.2.4 School Building Authority of West Virginia Supplementary Conditions to AIA Document B101-2017, Standard Form of Agreement Between Owner and Architect; Other documents included by the Owner in the solicitation requesting expressions of interest, and the contract award to Architect.

END OF SUPPLEMENTARY CONDITIONS TO AIA DOCUMENT B101-2017

The Owner and Architect hereby agree to the full performance of the covenants contained herein.

IN WITNESS WHEREOF, the Owner and Architect have entered into this Agreement as of the date and year as written below.

Owner:

Architect:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

This Supplementary Conditions to AIA Document B101-2017, Standard Form of Agreement Between Owner and Architect, has been approved as to form on this _____ day of _____, 20____, by the School Building Authority of West Virginia. Any modification of this document is void unless expressly approved in writing by the School Building Authority of West Virginia.

303. Duties and Responsibilities of the Clerk-of-the-Works

303.01. The Local Educational Agency (LEA) shall be required to employ a clerk-of-the-works to monitor all construction projects in excess of \$250,000 with a construction cost of \$750,000 unless waived by the SBA, or an SBA-approved construction management method is being utilized. Candidates, along with their qualifications, for clerk-of-the-works shall be submitted for SBA review prior to final selection by the educational agency LEA. A clerk-of-the-works employed by the county through contracted services shall minimally be paid an amount equal to the basic hourly prevailing wage rate of a Journeyman Carpenter as determined by the West Virginia Department of Labor for the project location. The actual time the clerk-of-the-works begins to perform the duties may vary according to the project and the timing of the award of the construction contract. However, the clerk-of-the-works must be given sufficient time to acquaint themselves with the total scope of the project in order to be an effective part of the construction team.

303.02. The School Building Authority requires that the clerk-of-the-works be hired at the same time prior to the project is let for bids. If delays are anticipated in the award of the bid or actual construction/renovation is not scheduled to begin immediately, the clerk-of-the-works must be hired prior to beginning construction and be provided with adequate time to become familiar with the project scope and to be prepared to assist with the project as soon as bids are received and the construction contract is executed. During the bidding process it is conceivable that the clerk-of-the-works may not be required to perform his duties full time.

303.03. Realizing that there are various types of projects requiring the appropriate construction review documentation, the responsibilities of the clerk-of-the-works will vary with the scope of each project. The clerk-of-the-works shall not circumvent or eliminate the normal construction responsibilities of the architect/engineer or contractor. However, when applicable, the clerk-of-the-works can be a vital member of the project team and can assist in the project observation and documentation process. At no time shall the Clerk-of-the-Works assume responsibilities of the Architect/Engineer, Architect/Engineers representative or the Contractor in charge of the construction. A Clerk-of-the-works will not be required for projects requiring Construction Managers.

303.04. Duties and Responsibilities of the Clerk-of-the-Works involve, but are not limited to, the following services:

303.041a. Observe the quality and progress of the construction to determine in general that it is proceeding in accordance with the Contract Documents.

303.042. Notify the Owner (LEA), Architect/Engineer and School Building Authority project representative immediately if, in the Clerk-of-the-Works opinion, work does not conform with the Contract Documents or requires special investigation by the Owner, Architect/Engineer or Contractor.

303.043b. Monitor the construction progress and assist in the preparation of progress reports required by the Owner or School Building Authority.

303.044e. Review Contract Documents with the Contractor's superintendent so as to have a complete understanding of the scope of the project.

d. Consider the Contractor's suggestions and recommendations, evaluate them, discuss them with the Architect/Engineer, Owner and the School Building Authority's representative and assist the Architect/Engineer when applicable in making a final decision.

303.045e. Attend project meetings as the Owner's representative and report to the Owner in writing on the proceedings.

303.046f. Observe tests required by the Contract Documents. Review testing invoices, if any, to be paid by the Owner.

303.047g. Maintain records at the construction site or as directed by the Owner in an orderly manner in accordance with the Owner's and School Building Authority's procedures. Include correspondence where applicable, such as Contract Documents, Change Orders, Construction Change Authorizations, Architect's/Engineer's Supplemental Instructions, reports of site conferences, Shop Drawings, Product Data, Samples, supplementary drawings, color schedules, requests for payment, names and addresses of contractors, subcontractors and principal material suppliers.

303.048h. Keep a log book containing project progress and reports and submit reports on the progress of the Contractor's work to the Owner, and the School Building Authority's project representative. The log must contain activities related to the project, weather conditions, nature and location of work being performed. The Project Architect/Engineer will provide Observation Construction Reports documenting his site visits.

~~i. When applicable, provide assistance to the Architect/Engineer upon request in reviewing Shop Drawings, Product Data and Samples.~~

303.049j. When applicable, observe the Contractor's Record Drawings at intervals appropriate to the stage of construction and notify the Owner and Architect/Engineer of any apparent failure by the Contractor to maintain up-to-date records.

303.0410k. Review Applications for Payment submitted by the Contractor with the Architect/Engineer and ~~assist in making recommendations for disposition~~ provide any supplementary information that the A/E may determine to be necessary.

303.0411l. When applicable, assist the Architect/Engineer in reviewing the list of items to be completed or corrected with is submitted by the Contractor with a request for issuance of a Certificate of Substantial Completion. When applicable, assist the Architect/Engineer in reviewing the documentation and record documents to be furnished to the Owner by the Contractor at Substantial Completion, and verify that the Contractor has met the requirements of the Contract Documents for training the Owner's personnel in the operation and maintenance of all building equipment and systems.

303.0412m. When applicable, assist the Architect/Engineer in final inspection of the work. Assist the Architect/Engineer in reviewing the documentation and record documents to be furnished to the Owner by the Contractor upon completion of the work.

~~n. Assist the Owner on small projects by observing the construction and reporting progress and quality of work being performed by the Contractor. At no time shall the Clerk of the Works assume responsibilities of the Architect/Engineer, Architect/Engineers representative or the Contractor in charge of the construction.~~

~~o. Clerk of the works will not be required for projects requiring Construction Managers.~~

304. Professional Services of the Construction Analyst

PROFESSIONAL SERVICES OF THE CONSTRUCTION ANALYST

~~304.01. The following is a description of the professional services of the Construction Analyst. The Construction Analyst (CA) will be assigned to select projects by the SBA as projects are approved. When determined necessary by the LEA and Architect, and before the project is submitted for funding SBA consideration, the services of a Construction Analyst may be utilized. The Construction Analyst will act as the owner and SBA representative and provide services as described in the SBA/CA task order agreement.~~

304.02. Duties and Responsibilities of the Construction Analyst involve, but are not limited to, the following services:

304.021. Generally, the Construction Analyst advises the owner, SBA, and architect at the beginning of the design development phases and these services continue through the construction document phase of the project. The CA construction analyst will provide constructability and document coordination review comments as they relate to the clarity of the documents and estimates of probable cost.

304.021. The Construction Analyst does not assume responsibilities for the design or methods and means for the construction of the facility and does not assume responsibilities assigned to the architect/engineer or contractors performing work on the project. However, the Construction Analyst review comments shall be incorporated in the documents by the A/E unless the A/E determines the clarification will change the design intent or conflict with applicable codes or standards. Should owner, SBA and CA construction analyst clarification comments not incorporated into the documents result in a construction change order, the SBA will not provide funding for the change order.

304.021. The Construction Analyst will provide an estimate of the cost of their service at the schematic design phase of the project before any construction analyst work is to begin. The architect/engineer shall provide the Construction Analyst a copy of the schematic design document information and include all SBA submission requirements (SBA Form 176b). The CA construction analyst will base the cost of services on the scope of work shown on the schematic design. The grant recipient and SBA will approve the cost of the CA construction analyst services and the grant recipient will issue a purchase order for services described in the task order agreement in this section of policy and as required by the project.

304.021. The CA construction analyst will then review and provide services for the design development and bidding document phase of the project. The architect, grant recipient and the SBA will work cooperatively to design the school within the funding available. The process will be as follows: Construction Analyst assigned to an approved project

a. Architect/Engineer provides CA construction analyst with schematic design for cost of services quotation

b. Cost for services negotiated and grant recipient issues purchase order to the assigned CA for services (SBA will reimburse for cost of services based on the project percentage breakdown in grant contract)

c. CA provides design development documents for review comments

d. Grant recipient, SBA, A/E and CA construction analyst review and reconcile design development comments

e. A/E provides CA construction analyst construction documents for review comments

f. Grant recipient, SBA, A/E and CA construction analyst review and reconcile construction document comments. Reconciliation is achieved when all parties agree that the estimate is within 2% of each parties' estimate or agreement is reached that no further scope of work can be reasonably accomplished and additional funding will be committed to the project if the deficit becomes a

reality after the bids are received. Projects with budget differences greater than 2% may only move forward with owner and SBA approval.

_____g. Project proceed to the bidding stage based on agreements reached by all parties regarding design and project cost

_____304.021. Once bids are received and a construction contract is awarded, the construction analyst contract for services on the specific project is ~~terminated~~ considered complete. Please review the SBA Quality and Performance Standards for additional construction analyst information and requirements.

305. Professional Services of the Construction Manager

PROFESSIONAL SERVICES OF THE CONSTRUCTION MANAGER

305.01. ~~The SBA Staff will review each project cost and scope of work to determine the project management team. This process will be concluded when each project is approved by the Authority. The Construction Manager (CMA) shall be hired by the SBA in accordance with the procedures in Chapter 5G of the West Virginia Code. When determined necessary by the LEA and Architect, and before the project is submitted for SBA funding consideration, the services of a Construction Manager (CMA) may be utilized.~~ The CMA will be a professional service, ~~assigned to~~ that may be necessary on projects where multiple prime contracting is required and must be in place prior to the conceptual stage of the building design. The Construction Manager shall be contracted directly ~~to the owner~~ with the LEA and represents ~~the owner~~ LEA and SBA interests on the project ~~in accordance with the SBA CMA task order agreement.~~ The AIA Standard Form of Agreement Between the Owner and Construction Manager shall be used. The SBA may require supplemental conditions to the standard agreement and any modifications to the CMA or Architect's contract will be communicated to all parties prior to the execution of the contract.

305.02. Generally, the Construction Manager advises the owner and architect through all design phases with regard to site suitability, design constructability, document coordination and cost estimating. During the bidding and construction phase, the CMA provides professional services with regards to bid package configuration, construction scheduling, construction phasing and construction administration.

305.03. The Construction Manager does not assume responsibilities for the design or methods and means for the construction of the facility and does not assume responsibilities assigned to the architect/engineer or contractors performing work on the project.

305.04. ~~The Construction Manager will provide preconstruction and construction services as per the AIA C132-2009, or latest approved edition, as well as the SBA task order agreement as indicated on SBA Form 189.~~ The CMA contract shall include provisions for preconstruction document review that will provide, but not limited to, constructability comments, document coordination and estimates of probable cost for all phases of the building design. Any and all documentation or comments provided by the Construction Manager relating to constructability reviews, document coordination and estimates of probable cost for all phases of the building design shall be directed to the Owner by the Construction Manager.

305.05. The architect/engineer (A/E) shall submit the design documents to the CMA, the owner and the SBA for review comments as required in SBA policy and the design contract. All CMA and owner/SBA comments must be satisfactorily addressed by the A/E to assure the project is moving forward with all parties clearly understanding the project scope and cost. All parties will work cooperatively to reconcile the estimate of probable cost. Reconciliation will have been achieved when all parties agree that the estimate is within 2% of each parties' estimate or agreement is reached that no further scope of work can be reasonably accomplished and additional funding will be committed to the project if the deficit becomes a reality after bids are received. Projects with budget differences greater than 2% may only move forward with owner and SBA approval. CMA review comments relative to the clarity of the design intent shall be incorporated into the documents by the A/E unless the A/E determines that the clarifications will change the design intent of the project or conflict with applicable codes or standards. The A/E will notify the owner and SBA of comments not being incorporated into the documents. However, should clarification comments not incorporated into the document result in construction change orders, the SBA will not provide funding for the change order.

School Building Authority of West Virginia
Policy & Procedures Handbook

Chapter 4
BIDDING AND CONSTRUCTION PROCEDURES

400. SBA Supplemental Instructions to Bidders to AIA A701 (2017) (*Fmr. Appendix J – Part I*)
(PART I – SBA SUPPLEMENTAL INSTRUCTIONS TO BIDDERS)
THE FOLLOWING SBA SUPPLEMENTAL CONDITIONS CHANGE, DELETE FROM OR ADD TO
THE AIA A701 1997 INSTRUCTIONS TO BIDDERS AND SHALL BE INCORPORATED INTO
THE PROJECT MANUAL UNDER THE INSTRUCTION TO BIDDERS. THIS DOCUMENT SHALL
BE PRINTED ON NON-WHITE PAPER TO BE DISTINGUISHED FROM OTHER SPECIFICATION
PAGES.

School Building Authority of West Virginia
Supplementary Instructions to AIA Document A701-2018
Instructions to Bidders

The following Supplementary Instructions modify the Instructions to Bidders, AIA Document A701-2018 Edition. Where a portion of the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered portions shall remain in effect.

**NOTE: THIS DOCUMENT SHALL BE PRINTED ON NON-WHITE PAPER TO BE
DISTINGUISHED FROM OTHER SPECIFICATION PAGES.**

Article 1 – Definitions

§1.1 Make the following changes to Section 1.1:

In the last sentence after “all other documents” add the phrase “, including all School Building Authority of West Virginia-required documents and forms.”

Article 2 – Bidder’s Representations

§2.1 Add the following to Article 2.1 Bidder’s Representation:

Add the following Section:

2.1.5 .7 the Bidder acknowledges that the failure to have official representation and official registration of attendance at the pre-bid meeting will disqualify contractors from bidding the project. The representative shall be an employee of the company being represented. Should it be determined that the representative is not employed by the company being represented, that company’s bid proposal shall be rejected.

Article 3 – Bidding Documents

Add the following to Article 3—Bidding Documents

3.3 Substitutions

3.3.2 Delete the first sentence and add the following: “No substitutions will be considered prior to the receipt of Bids unless a written request for approval has been received by the Architect at least ten days prior to the date for receipt of Bids.”

3.4 Addenda §3.4.4 Delete Section 3.4.4 in its entirety and replace with the following:

§3.4.54 Prior to submitting a bid, each Bidder shall ascertain that the Bidder has received all Addenda Issued, and the Bidder shall acknowledge receipt of all Addenda in the bid using SBA Form 402. Failure to submit SBA Form 184 Certification of the formal Receipt of Addenda form shall result in disqualification of the bid.

Article 4 – Bidding Procedures

Add the following to Article 4 Bidding Procedures:

§4.1.2 Delete Section 4.1.2 in its entirety and replace with the following:

4.1 Preparation of Bids

4.1.5 Add the following sentence:

If no Alternate Bid is proposed by the Bidder, write "no bid"

Add the following section:

§4.1.82 All requested Bid Proposals and Alternate Bids shall be bid. If Bidder elects not to provide such Bid, write "no bid"

4.2 Bid Security

§4.1.2 Add the following to the end of section 4.1.2:

4.2.4

.1 Each Bid shall be accompanied by a Bid Bond payable to the Owner for five percent (5%) of the total Bid issued by a solvent surety company with a rating of A.M. Best, A or better rated and listed on the most current Federal Register, Circular 570, and authorized to do business in the State of West Virginia. Should the Bidder refuse to enter into a contract with the Owner on the terms stated in the Bidding Document or fail to furnish bonds covering faithful performance of the Contract and all obligations arising there under, the full amount of the Bid Security shall be forfeited to the Owner as liquidated damages, not as a penalty. No Bid Bond is required for projects of \$25,000 or less.

.2 Irrevocable Letter of Credit is not acceptable as a Bid Bond.

.3 A certified cashiers' check is not acceptable as a Bid Bond.

.4 Personal securities are not acceptable as a Bid Bond.

Add the following Section to Article 4.2

§4.2.5 Failure of the Prime Contractor to supply all required post bid documentation (including all information required to be submitted by the Prime Contractor's Subcontractors) to the SBA within the stipulated time frame will result in disqualification of the bid and forfeiture of the bid bond.

4.3 Submission of Bids

§4.3.1 Delete Paragraph Section 4.3.1 in its entirety and replace with the following:

Bids shall be submitted using the three-envelope system.

§4.3.1.1 All of the following must be included and sealed in an opaque envelope labeled "Envelope #1":

.1 A valid Bid Bond, Certification of Receipt of Addenda (SBA 184), Bid Certification Form (SBA 157) and

.2 A copy of the Bidder's valid WV West Virginia Contractor's License,

.3 West Virginia Purchasing Affidavit, completed and signed

.4 copy of the WV West Virginia Drug Free Work Place Affidavit (SBA 188), completed and signed and the State of WV Purchasing Affidavit (SBA 185), shall be sealed in an opaque envelope labeled "Envelope #1".

.5 SBA Certification of Receipt of Addenda (SBA Form 402), completed and signed

.6 SBA List of Major Subcontractors (SBA Form 403-A), completed and signed

§4.3.1.2 The completed and signed bid form shall be sealed in an opaque envelope labeled "Envelope #2 Bid Form".

§4.3.1.3 Envelopes #1 and #2 and the SBA Bid Checklist & Certification Form (SBA Form 483 401), completed and signed shall be sealed inside of an opaque envelope addressed to the party receiving the bids, and shall be identified with the project name, the bidder's name and address and the designated portion of the work for which the bid is submitted.

§4.3.1.4 If the bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "Sealed Bid Enclosed" on the face thereof. Failure to provide any the

required documentation will result in disqualification of the bid being submitted. Should the bid be disqualified under this provision, the required bid bond will be returned to the bidder.

§4.3.2 Delete this Section 4.3.2 in its entirety and replace with the following:

§4.3.2 In accordance with WV Code ~~Section~~ §5-22-2 (a), the public entity accepting bids shall designate the time and place the bids will be received. No public entity may accept or take any bid, including receiving a hand delivered bid, after the time advertised to take bids.

~~4.4 Modification or Withdrawal of Bid~~

Add the following Section to Article 4.4:

§4.4.54 Bids may not be withdrawn for a minimum period of thirty (30) days following the date of receipt of Bids without forfeiture of bid security as liquidated damages, not as a penalty. Should the actual bid documents indicate additional time for bid withdrawal, the bid documents shall prevail.

Article 5 – Consideration of Bids

~~Add the following to Article 5 – Consideration of Bids.~~

§5.2 Rejection of Bids. Delete paragraph Section 5.2 in its entirety and replace with the following:

§5.2 The Owner shall have the right to reject any or all Bids or to reject a Bid which has been deemed incomplete or irregular, in accordance with ~~Section~~ West Virginia Code §5-22-2 (b) ~~of the WV Code~~. Should the bid be considered erroneous, the bidder must provide undisputable evidence of the error. If upon receipt of evidence, the bid is determined to be erroneous, the required bid bond will be returned to the bidder.

~~5.3 Acceptance of Bid – (Award of Contract)~~

§5.3.1 Delete Section 5.3.1 and replace with the following ~~Revise 5.3.1 to read as follows:~~

It is the intent of the Owner to award a Contract to the lowest qualified responsible Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. ~~The Owner shall have the right to accept the Bid or Bids which, in his judgment, is in his own best interest.~~

§5.3.2 Delete Section 5.3.2 and replace with the following ~~Revise 5.3.2 to read as follows:~~

The Bidder will note that Bids consist of the Base Bid and several related add or deduct Alternate items, all comprising items entering into the project and forming the contract as a whole. These several parts of the Proposal furnish the basis of arriving at the awarding of the contract. The Owner may award the contract on the basis of the Base Bid alone, or if and when conditions warrant, accept any such Alternate items appearing on the proposal, in ~~no~~ a sequential prioritized order, thereby reducing or increasing the amount of the Base Bid.

Add the following Sections to Article 5.3 ~~Revise 5.3.3 to read as follows:~~

§5.3.3 The contract shall be deemed as having been awarded when formal notice of award has been duly served upon the intended awardee (i.e., the bidder to whom the Owner contemplates awarding the contract) by an authorized individual representing the agency receiving bids. Terms of the contract shall not be deemed to have been perfected until a satisfactory surety bond equal to 100% of the contract sum has been furnished to the owner by the successful bidder, at his own expense as a guarantee of contract performance.

Add the following:

§5.3.4 Pursuant to the laws of the State of West Virginia, the School Building Authority of West Virginia must award bids only to the lowest qualified responsible bidder. ~~Therefore, when utilizing any portion of state funds for a project, county boards of education must consider the factors in SBA Criteria~~

~~for Selection of Lowest Qualified Bidders, and the information from the Contractors Qualification Statement, when making a determination as to whether a contractor's bid is not only the lowest, but the most qualified.~~

_____ §5.3.5 Any bidder adversely affected by the intended decision of the Owner to award a contract or to reject all bids shall file a notice of protest and bond with the Owner within seventy-two (72) hours after the issuance of the intent to award. A formal written protest shall be filed with the Owner with ten (10) days after filing the notice of protest with the Owner, stating with particularity the facts and law upon which the protest is based.

_____ §5.3.6 All notices of protest and formal protest shall be filed with the Owner.

_____ §5.3.7 A protest is not timely filed unless both the notice of protest and the formal protest are received by the Owner within the required time limits. A written notice of protest which is filed by 4:00 p.m. on the date on which the seventy- two (72) hours expires is timely. If such a date is Saturday, Sunday or a legal holiday, the period shall run until 4:00 p.m. of the next day that is not a Saturday, Sunday or a legal holiday.

_____ §5.3.8 The Owner has the sole authority to review the protest and render a decision. The LEA's Purchasing Director of the County, or his/her designee, shall review the protest and issue a written decision. A hearing may be conducted at the option of the Director or assigned designee.

_____ §5.3.9 If the bidder is not satisfied with the Owner's decision, they may take appropriate legal action through the West Virginia court system. Any bidder who files a notice of protest with the West Virginia Court System in a bid rejection or an award pursuant to this section shall post with the Owner, at the time of filing the notice of protest, a bond payable to the Owner in an amount equal to one percent (1%) of the lowest bid submitted, or \$5,000, whichever is greater.

_____ §5.3.10 All protest bonds shall be made payable to the Owner and shall be signed and sealed by the protestor and surety. The bonds shall bind the protestor and surety and be conditioned upon the satisfaction of any cost and charges included in any final order of judgment of appellate proceedings, in the event that the Owner prevails. In lieu of a bond, the protestor may submit a cashier's check or bank money order made payable to the Owner, the monies shall be held in trust by the Owner.

_____ §5.3.11 If the protesting party prevails after completion of the protest and any appellate court proceedings, it shall be entitled to recover from the Owner all costs and charges included in the final order or judgment, excluding attorney's fees. If the Owner prevails it shall recover all costs and charges included in the final order or judgment excluding attorney's fees. Upon payment of such costs and charges by the protestor, the bond shall be returned. The entire amount of the bond shall be forfeited if the hearing officer determines that a protest was filed for a frivolous or improper purpose including, but not limited to, the purpose of harassing, causing unnecessary delay or causing needless expense for the Owner or successful bidder.

_____ §5.3.12 The Owner shall be considered the prevailing party if the protestor withdraws the protest at any time before the entry of the final order.

Article 6 – Post-Bid Information

~~Add the following to Article 6 Post-Bid Information~~

~~§6.1. Contractor Qualification Statement. Delete paragraph~~ Section 6.1 in its entirety and replace with the following:

§6.1 Qualification of Contractors

§6.1.1 A completed Contractor Qualification Statement (SBA 105) will be is required of any Contractor and/or subcontractor to be submitted to the School Building Authority for review. This confidential information will be used by the SBA for evaluation of the low bid contractors on the project. Therefore, the SBA shall determine whether or not the provided information satisfies the intent of the required form. The contractor qualification statement will only be required once annually, and updated documents will be required from low bid contractors once the current contractor qualification statement has expired. The Qualification Statement must be submitted 72 hours after the close of the bid opening and prior to the award of bids and will be used in the bid review process by the Owner and SBA. The confidential reviewed financial statement section of this document shall be submitted to the SBA by the lowest qualified bidder (s) within 72 hours of the close of the bid opening and prior to the execution of contracts or agreements between the local board of education and the contractor(s). Review Financial statements shall not be required of any subcontractor covered by the Prime Contractor's surety. The latest available financial information must be used. Minimum requirements for financial statements provided by lowest qualified bidder are:

- _____ a. Accountants compilation report;
- _____ b. Balance sheet;
- _____ c. Income statement;
- _____ d. Statement of changes in retained earnings;
- _____ e. Statement of cash flows; and
- _____ f. Notes to the financial statement. **Contractors that are not already on probationary status with the SBA shall be deemed qualified upon the review and acceptance of all required submission information by the appropriate parties as outlined in this document.**

6.1.3 In addition to the financial statement, the successful low bid contractor(s) shall submit a completed Affidavit of Debt Paid (SBA Form 177) to the owner and SBA within 72 hours of the close of the bid.

§6.1.24 Construction Contractors or Subcontractors or Equipment/Material Suppliers who have demonstrated a pattern of poor and/or non-compliant work performance as documented by the SBA, shall be deemed unqualified and will be placed on probationary status for a minimum period of one year, which disallows the Contractor and the Firm's License Holder from bidding or being a Subcontractor to future SBA-funded work. Contractors and License Holders may be placed on Probationary Status by the School Building Authority for any single reason or a combination of reasons described below:

_____ a. A failure to comply with the construction schedule and phasing plan established in the bidding documents which has been documented by the SBA,

_____ b. A history of documented non-compliant actions or inactions relating to a project's Contract Documents,

_____ c. A history of documented non-conformant work relating to a project's Contract Documents,

_____ d. Project administrators and/or designers, or designees whose infractions of the State Prevailing Wage Rate codes has Division of Labor Laws have been documented by multiple with a series of citations from the West Virginia Department of Labor or

_____ e. whose A Contractor's Contract for Construction has been terminated for just cause as described in the latest SBA approved AIA Contract Document General Conditions, will be placed on for a minimum period of one year beginning at the time of probationary status. Such contractor may be removed from probationary status pending review of their continued work history performance by the SBA at the conclusion of their probationary period

6.1.5 In order to provide opportunity for any contracting, subcontracting or equipment/material firm cited for poor or non-compliant work to appreciably improve the quality of their performance prior to being placed on probation, the SBA staff will utilize the following procedure:

- a. The cited firm shall be noticed in writing of the SBA's concern, with appropriate documentation to illustrate the poor or non-compliant work, and the firm cited shall appear before the Executive Director of the SBA to present his reasons for failure to respond positively with improved performance after the initial notice.
- b. Continued failure to improve poor or non-compliant performance will result in the probation. The contractor will be invited to appear at the SBA meeting to discuss the citations and justify his uninterrupted participation.
- c. Probationary status of a firm may be revoked or continued by the SBA's Construction Committee upon review and deliberation of any SBA staff recommendation at the conclusion of the probationary period.

§6.2 Remove Section 6.2 in its entirety.

§6.3 Submittals: Delete paragraph Sections 6.3.1 thru 6.3.43 in their entirety and replace with the following:

§6.3.1 Submittal of Complete List of Subcontractors & Major Equipment / Materials Suppliers (SBA Form 403-B):

§6.3.1.1 The apparent low bidder(s) submitting the lowest qualified bid(s) as determined by the results of the bid opening shall submit a listing SBA Form 403-B – Complete List of all Subcontractors and all major Equipment / Materials Suppliers proposed for each major branch of work itemized and described in the contract documents for the project in order to meet the requirements of WV Code §5-22-1(g). This information shall be provided to the Owner, Architect, and SBA office on SBA Form #123 403 B within two hours by 4:00 PM Eastern Standard Time on the day after the completion of the bid opening. If the apparent low bidder is not evident at the close of bidding, all prime contractors must submit the completed SBA Form #123 to the SBA office within two hours of the completion of bids if they feel under any bidding combination their bid may be considered as the low bid. Bidding contractors are required to be present at the bid opening or obtain bid results from the owner in order to determine the bid results and the apparent low bidder(s). For each category of work that requires a Subcontractor or Equipment / Materials Supplier that exceeds a value of \$25,000, the bidder shall clearly and legibly list each Category of Work and the corresponding Subcontractor and Equipment/Materials Supplier's name and valid Contractor license number. The bidder shall not list multiple Subcontractors and Equipment/Materials Suppliers for the same category of work. The bidder shall not list a different Subcontractor than the Subcontractor listed on SBA Form 403-A that was provided at the time of bid.

§6.3.1.2 Each bidder is required to establish the reliability and responsibility of all Subcontracts and Equipment/Materials Suppliers being proposed to perform the work. Contractors, Subcontractors and/or Equipment/Materials Suppliers on SBA Probationary Status are prohibited from bidding any SBA project for a period of at least one year from the date the contractor is notified. It is the responsibility of any contractor soliciting bids or quotes from subcontractors to verify the eligibility of all proposed subcontractors and equipment/material suppliers being proposed to perform the work. Additionally, the list of SBA probationary contractors will be provided to the owner by the SBA and this information will be communicated by the owner to the contractors, when applicable. A review of the proposed subcontractors and equipment/material suppliers shall be conducted by the Architect/Engineer, Owner and representatives of the School Building Authority. The bidder may be requested to change an unsatisfactory subcontractor or equipment/material supplier. Proposed subcontractors or equipment/material suppliers found to be unsatisfactory jointly by the Owner, Architect/Engineer or School Building Authority and the contractor, shall be changed to an acceptable subcontractor or equipment/material supplier at no additional cost to the Owner, as the contractor has full responsibility for execution of the work.

~~3 Failure to submit a list of subcontractors and major equipment and material suppliers to the SBA office as described on the SBA Form #123 within two hours after the completion of the bid shall result in disqualification of the bid and forfeiture of the required bid bond.~~

~~§6.3.1.3-4~~ A copy of all contractors and subcontractors licensing certificate must be submitted to the ~~agency receiving bids~~ Owner via the Architect for review prior to the award of construction contracts.

~~§6.3.1.4-5~~ Prior to the award of the contract, the Architect/Engineer will make a preliminary review of the major equipment and materials lists submitted and advise the bidder through the Owner, of the acceptance thereof, and of such other actions as may be necessary in order to meet the requirements of the contract documents. Should it develop that any of the materials or equipment named in the list do not meet the requirements and intent of the specifications, the Contractor shall be required to furnish to the Owner other materials or equipment acceptable and fully complying with the specifications at no change in contract price. Preliminary review and acceptance of the listing provided shall not relieve the Contractor from furnishing equipment and materials in complete accordance with the specifications.

~~§6.3.1.5-6~~ Written approval shall be obtained from the Architect/Engineer covering any substitution of equipment or materials. Substitutions ~~are~~ may be permitted in the following instances:

- Failure to meet quality and intent of specification and/or
- Failure of the supplier or manufacturer to meet delivery schedules or other conditions of the contract.

~~§6.3.1.6-7~~ During the 72 hours immediately following the bid opening, the ~~SBA Architect~~ shall review the information provided on the required SBA Form ~~423~~ 403-A and 403-B to determine if the provided information satisfies the intent of the forms. The Owner/SBA reserves the right to reject the proposal of any bidder who fails to furnish all required equipment and material information necessary to meet the intent of the form.

~~§6.3.1.7-8~~ The SBA recommends that all prime contractors receiving quotations for bids require a scope of work letter from all subcontractors be sent to the general contractor receiving the quotation at least 24 hours before submission of the bid. The letter should identify the items being quoted, the scope of work included or not included in the price quotation that will be provided and most importantly, receive confirmation from the subcontractor that they understand the requirements and constraints of the project schedule. The SBA will not allow a prime contractor or a subcontractor to change or alter the bid after the bid opening as a result of miscommunication between the general contractor and subcontractors or supplier quoting the project.

~~§6.3.1.8-9~~ Each bidder acknowledges responsibilities for each of its subcontractors, thus accepts responsibility of those subcontractors' ability to meet the project timelines established. Therefore, failure of the Prime bidder to take all available actions with regards to requiring the Subcontractor to meet the project schedule may result in disciplinary action on the Prime bidder and the Subcontractor by the SBA.

~~§6.3.2 Bid Certification~~ Delete Section 6.3.2 in its entirety and replace with the following:

~~§6.3.2~~ 4- In accordance with West Virginia Code §5-22-1, ~~Article 22~~, the lowest qualified responsible bidder submitting bid on SBA-funded projects must certify that all provisions within this code and SBA provisions that supersede this code have or will be met prior to execution of the construction contract. Failure to comply with these provisions will result in the disqualification of the bidder and forfeiture of the required bid bond.

~~§6.3.3 Payroll Certification and Employment Reporting~~ Delete Section 6.3.3 in its entirety.

~~1. In preparation of bids, contractors are reminded that all SBA projects are subject to state laws regarding payment of prevailing wage rates as in Chapter 21 of the West Virginia Code.~~

§6.3.4 Make the following changes to Section 6.3.4:

In both instances where "Owner and Architect" is listed, remove and replace with "SBA"

§6.3.5 Add the following Sections to Article 6.3: ~~Taxes: (Contractor Registration Certificate and Tax Releases)~~

~~§6.3.5 1.~~ Each Bidder must be registered with the West Virginia Department of Tax and Revenue prior to the time and date for Receipt of Bids in order for his Bid to be considered. ~~1.~~ If any Bidder is not registered with the Tax and Revenue Department, an application should be made to the West Virginia State Tax Department of Tax and Revenue, Capitol Complex, Charleston, WV 25305, Taxpayers Services Division at 1124 Smith Street, Charleston, WV in the Albert T. Summers Center State Office Building and complete Form 801, all required registration documentation so that a registration number may be assigned prior to the time and date for receipt of Bids.

§6.3.6 Contractor Licensing:

~~§6.3.6.1 All Contractors doing business in West Virginia must be licensed to perform work in the State as required by West Virginia Code §21-11 – the West Virginia Contractor Licensing Act. The ACT requires but is not limited to~~ In addition to the provisions as listed, the following applies to School Building Authority-funded projects:

a. A contractor's license number shall be included in all contracting advertisements and all fully executed and binding contracts.

b. All approved subcontractors must be licensed, and a copy of their current license number must be submitted with all quotations to the general contractor. Pursuant to the Act, general contractors are required to only accept quotations from subcontractors licensed to perform work in West Virginia. ~~Additionally, the SBA Form 123 requires the subcontractor's name, address and license number to be submitted to the SBA office within two hours of the close of bids and a copy of all general and subcontractors licensing certificates must be submitted to the agency receiving bids for review prior to the award of construction contracts. Failure to submit the SBA Form 123 to the SBA office within the two-hour time frame will result in disqualification of the bid and forfeiture of the bid bond.~~

Article 7 – Performance Bond and Payment Bond

§ 7.1 Delete Article 7 in its entirety and substitute the following language: (Moved from Section 11.4 of SBA Supplemental General Conditions)

§ 7.1.1 The Contractor to whom any contract is awarded, shall pay for, execute and deliver to the Owner via the Architect, within ten (10) days after award of contract by Owner and before signing the Contract with the Owner a corporate surety Performance and Labor and Material Payment Bond that meets the following criteria:

a. The bond must be executed on AIA Document A312 (or equivalent form),
b. the Surety Company must have to be executed by an A.M. Best, A- or better rated rating surety company and must be listed on the most current Federal Register, Circular 570,

c. The Company must be and which is authorized to do business in the State of West Virginia

d. The bond must be which is satisfactory to and approved by the Owner and the SBA in the sum of one hundred percent (100%) of the amount of the contract, insuring the full and faithful performance of the work and payment in full for all materials, machinery, equipment and labor, and covering all the guarantees called for in the specifications and all other obligations arising there under.

~~The Labor and Material Payment Bond shall be in the sum of one hundred percent (100%) of the contract amount.~~

~~§ 7.1.2~~ All Prime Contractors performing work on SBA projects must be covered by a performance bond and ~~must be included on the list of subcontractors submitted to the SBA (Form 123).~~ The Owner will not accept responsibility for direct payments to subcontractors performing work on projects by way of consignment. No Performance Bond is required for projects of \$25,000 or less.

~~§ 7.1.3.2~~ Should the successful Bidder fail or refuse to deliver the required bond and all other Contract Documents, properly executed ~~within ten (10) days~~ after receipt of the Owner's letter of intent to award a Contract and prior to the execution of the Contract, the successful Bidder shall forfeit the security deposited with his Bid as liquidated damages, not as a penalty.

~~§ 7.1.4.3~~ Items that are NOT acceptable as a Performance Bond include, but are not limited to:

- ~~a. an irrevocable Letter of Credit is not acceptable as a Performance Bond.~~
- ~~b.4 A certified cashiers' check is not acceptable as a Performance Bond.~~
- ~~c.5 Personal securities are not acceptable as a Performance Bond.~~

~~§ 7.1.5.6~~ Failure of a construction firm to satisfactorily perform the work specified in the contract documents will result in the owner executing their rights, pursuant to the conditions of the contract documents, to declare a construction contract default under the provisions of the AIA General Conditions of the Contract for Construction established for this project. If the construction firm's surety company is notified of their responsibility for the completion or remediation of incomplete or non-compliant work, said construction firm may no longer be eligible to bid future projects funded by the School Building Authority of West Virginia.

Article 8 – Enumeration of the Proposed Contract Documents

LIST THE CONTRACT DOCUMENTS REQUIRED ON EACH SBA PROJECT

401. SBA Supplemental General Conditions to AIA A201 (2017) (*Fmr. Appendix J – Part II*)
(PART 2 – SUPPLEMENTAL GENERAL CONDITIONS) THE FOLLOWING SBA SUPPLEMENTAL
CONDITIONS CHANGE, DELETE FROM OR ADD TO THE “GENERAL CONDITIONS” OF THE
CONTRACT AIA DOCUMENT A201 AND SHALL BE INCORPORATED INTO THE PROJECT
MANUAL. THIS DOCUMENT SHALL BE PRINTED ON NON-WHITE PAPER TO BE
DISTINGUISHED FROM OTHER SPECIFICATION PAGES.

School Building Authority of West Virginia
Supplementary Conditions to AIA Document A201-2017
General Conditions of the Contract for Construction

The following Supplementary Conditions modify the General Conditions of the Contract for Construction, AIA Document A201-2017 Edition. Where a portion of the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered portions shall remain in effect.

**NOTE: THIS DOCUMENT SHALL BE PRINTED ON NON-WHITE PAPER TO BE
DISTINGUISHED FROM OTHER SPECIFICATION PAGES.**

Article 1 – General Provisions

1.1 Basic Definitions

§1.1.1 The Contract Documents – Delete the last sentence and add substitute the following:

The Contract Documents also include Bidding Requirements Documents, (Advertisement or Invitation to Bid, Request for Quotations/Bids, Instructions to Bidders, Supplemental Instructions to Bidders, Form of Proposal, Sample forms, and the portions of the addenda relating to bidding requirements), the Contractor’s Bid, Bid Bond, Contractor’s Qualification Statement, List of Major Subcontractors, Complete List of Subcontractors and Equipment/Material Suppliers, and other documents listed in the Agreement, Performance Bond, Payment Bond, Maintenance Bond (if applicable), Certificates of Insurance.

§1.1.2 Delete the last sentence in Section 1.1.2 in its entirety and replace with the following:

The Architect and the Contractor shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of their respective duties.

§1.1.9 Add the following Section at the end of Article 1.1:

§1.1.9 Litigation

Litigation refers to a civil action instituted in the Circuit Court in the County in which the Project is located.

§1.2.1.1 Make the following changes to Section 1.2.1.1:

In the second sentence, remove “any law” and insert “West Virginia law or any applicable federal law”. In the last sentence, remove “by law” and insert “West Virginia law or any applicable federal law”.

§1.7 Delete the last sentence of this section in its entirety.

§1.8 Remove this section in its entirety and replace it with the following:

“Any use of, or reliance on, all or a portion of a building information model must be approved in advance by Owner and will only be permitted if the Parties have agreed upon and executed written documents to memorialize protocols governing the use of, and reliance on, the information contained in the model.”

Article 2 – Owner

§ 2.1.1 Add the following after the last sentence of Section 2.1.1:

Notwithstanding the foregoing, the parties understand that since Owner is a grant recipient of the School Building Authority of West Virginia (SBA), all change orders require review by the SBA prior to approval by the Owner. Additionally, approval may be required by agencies of the federal government if funding is provided by an agency of the United States federal government.

§2.1.2 Delete Section 2.1.2 in its entirety.

§2.1 Add the following Section to Article 2.1:

§2.1.3 The Owner and the agency funding the project reserve the right to maintain a full time or part time project representative (sometimes referred to as the “Clerk of the Works”) at the project site who shall keep the Owner informed of the progress and quality of the Work and responsibilities. The Contractor shall cooperate with the Clerk of the Works in the performance of his/her duties. The Clerk of the Works will not interfere with or be responsible for the Contractor’s supervision and direction of the Work, and the Contractor’s means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work. The Clerk of the Works may facilitate communications between the Owner, Architect, and Contractor but has no authority to make decisions for the Owner, approve modifications to the Contract Documents, the Contract Time, or Contract Sum. Additionally, Contractor is not permitted to rely on or consider decisions made by the Clerk of the Works on behalf of Owner.

§2.2 Delete Article 2.2 and all of its subsections in its entirety.

§2.3 Information and Services Required of Owner

§2.3.2 Make the following changes to Section 2.3.2:

In first sentence, delete the period and add “, when required pursuant to West Virginia Code §30-12-1 et seq.”

§2.3.3 Delete Section 2.3.3 in its entirety.

§2.3.4 Delete the last sentence of Section 2.3.4 and substitute the following:

The Contractor shall confirm the locations of each utility. If the Owner has provided geotechnical and other tests to determine subsurface conditions, the Owner will provide such documents to the Contractor; the Contractor acknowledges that it will make no claims for any subsurface or any other conditions revealed by these tests.

Article 3 – Contractor

§3.2.2 Add the following sentence to the end of Section 3.2.2:

Claims by Contractor resulting from its failure to familiarize itself with the site shall be deemed waived. Additionally, by submitting a bid or otherwise entering into this contract, Contractor acknowledges that it has reviewed and understands the contract documents and the work required by those documents. Any claims arising from Contractor’s failure to review and understand the contract documents shall be deemed waived.

§3.2.3 Delete Section 3.2.3 in its entirety and substitute the following:

§3.2.3 The Contractor acknowledges its continuing duty to review and evaluate the Construction Documents during performance of its services and shall immediately notify the Owner and the Architect about any problems, conflicts, defects, deficiencies, inconsistencies or omissions it discovers in or between the Construction Documents; and variances it discovers between the Construction Documents and applicable laws, statutes, building codes, rules and regulations.

§ 3.2.4 Add the following clauses to Section 3.2.4:

§3.2.4.1 If the Contractor performs any Work which it knows or should have known involves a recognized problem, conflict, defect, deficiency, inconsistency or omission in the Construction Documents; or a variance between the Construction Documents and requirements of applicable laws, statutes, building codes, rules and regulations, without notifying the Owner and the Architect prior to receiving written authorization from the Architect to proceed, the Contractor shall be responsible for the consequences of such performance.

§3.2.4.2 Before ordering any materials or doing any Work, the Contractor and Subcontractors shall verify all measurements at the site and shall be responsible for the correctness of same. Discrepancies shall be reported in writing to the Architect prior to proceeding with the Work. No extra charge or compensation will be entertained due to differences between actual measurements and dimensions indicated on the drawings, if such differences do not result in a change in the scope of Work or if the Architect failed to receive written notice before the materials were ordered, or the Work was performed.

§3.4.1 Add the following sentence and clauses at the end of Section 3.4.1:

§3.4.1 Vendor must review and comply with the following statutory requirements affecting public construction projects, as well as any other applicable laws that are not referenced herein:

- a. West Virginia Code §5-19-1 et seq., relating to domestic steel preference.
- b. West Virginia Code §21-1C-1 et seq., relating to local hiring preference
- c. West Virginia Code §21-1D-1 et seq., relating to drug free workplace requirements.

§3.4 Add the following Sections to 3.4:

§3.4.4 Where materials and equipment are to be provided by the Owner under the Contract Documents, the Contractor shall notify the Owner in writing as to when materials and equipment are required on the project site in sufficient time to avoid delay in the Work.

§3.4.5 The Contractor shall employ labor on the Project or in connection with the Work, capable of working harmoniously with all trade crafts and any other individuals associated with the Project. The Contractor shall also use its best efforts and implement policies and practices to minimize the likelihood of any strike, work stoppage or other labor disturbance. Except as specifically provided in this Agreement, Contractor shall not be entitled to any adjustment in the Contract sum or Contract time and shall be liable to the Owner for all damages suffered by the Owner occurring as a result of work stoppages, slowdowns, disputes, or strikes by the work force of or provided by Contractor or its Subcontractors.

§3.5 Add the following sentence at the end of Section 3.5:

The Contractor agrees to assign to the Owner at time of Final Completion of the Work, any and all manufacturer's warranties relating to materials and labor used in the Work and further agrees to perform the Work in such a manner so as to preserve any and all such warranties.

3.7 Permits, Fees, Notices and Compliances with Laws

Add the following Section:

3.7.6 For the Owner's records, the Contractor shall submit copies of permits, licenses, certifications, inspection reports, releases, notices, receipt for fee payments, correspondence and records established in conjunction with compliance with standards and regulations bearing upon performance of the work.

§3.8.3 Make the following change to Section 3.8.3:

§3.8.3 Delete "with reasonable promptness" and insert "in sufficient time to avoid delay in the Work."

Add the following Section to Article 3.8:

§3.8.4 The Contractor shall promptly submit to the Owner an itemized account of any expenditure by the Contractor of the Contract allowance in sufficient detail to allow the Owner to properly account for such expenditure.

3.9 Superintendent

§3.9.1 Add the following sentence to the end of Section 3.9.1:

The Contractor may also employ a competent project manager.

§3.9.2 Make the following changes to Section 3.9.2:

In the first sentence, add "and project manager, if applicable" after "superintendent." In the second sentence, add "or project manager, if applicable," after "superintendent."

§3.9.3 Make the following changes to Section 3.9.3:

In the first sentence, add "and project manager, if applicable," after "superintendent." In the second sentence, add "or project manager, if applicable," after "superintendent."

§3.9 Add the following Sections to 3.9:

§3.9.4 The Owner shall have the right, at any time, to direct a change in the Contractor's representatives if their performance is deemed unsatisfactory.

§3.9.5 The General Trades Contractor's on-site project Superintendent is to provide full-time project supervision and is not to perform work with tools.

§3.10 Contractor's Construction and Submittal Schedules – Delete Section 3.10.1 in its entirety and substitute the following:

§3.10.1 The Contractor, prior to submission of the second pay application, shall prepare and submit for the owner's and architect's information, create a contractor's Critical Path Method (CPM) Construction Schedule for the Work in accordance with the requirements of SBA's Construction Schedule Requirements Form 187. The Schedule must be submitted to the Owner and the Architect 10 business days prior to submission of the first pay application. The schedule shall not exceed the time limits as defined in the contract documents and shall update or revise every 30 days. The Contractor shall submit an updated Construction Schedule with each payment application. Thereafter, all Prime Contractors shall review and provide written approval of the construction schedule and each subsequent revision thereof. The schedule shall be related to the entire project to the extent required by the contract documents and shall provide for expeditions and practicable execution of the work. The Contractor shall provide a Cash Flow Schedule Projection as described in SBA Policy & Procedures Handbook, Chapter 410.

§3.10.2 Delete this section in its entirety and substitute the following:

§ 3.10.2 The Contractor shall submit a submittal schedule for the Architect's approval. The submittal schedule shall (1) be submitted simultaneously with the CPM Construction Schedule, (2) be coordinated with the CPM Construction Schedule, and (3) allow the Architect reasonable time to review submittals. If the Contractor fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals

Add the following Section to 3.10:

§3.10.4 At any time after the first thirty (30) days of the Contract Time, if it is found that the project progress is not sufficient to maintain the Critical Path and scheduled Completion Date, the Contractor shall create a recovery schedule based on the specifications described in the SBA Policy & Procedures Handbook, Chapter 410.

§3.11 Insert the following sentence at the end of Section 3.11:

The Contractor's compliance with this Section 3.11 shall be a condition precedent to any obligation of the Owner to make Final Payment pursuant to this Agreement.

§3.15.2 Delete Section 3.15.2 in its entirety and substitute the following:

§3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and may withhold such reasonable costs as necessary for the fulfillment of the Contractor's obligation under this Section 3.15. If the reasonable costs of such cleaning exceed the Contract Sum then due the Contractor, the Contractor shall reimburse the Owner the difference within thirty (30) consecutive calendar days of the Owner's written request.

Any materials, tools, supplies, or other personal property left by the Contractor shall be deemed abandoned property and the Owner shall have no obligation to hold or store the property on behalf of Contractor and may dispose of the abandoned property as if it were property of the State of West Virginia. Provided however, that prior to treating property as abandoned and disposing of it, Owner must first provide Contractor with 10 days' notice of its intent to do so. If any materials, tools, supplies or other personal property belong to a subcontractor, then Contractor is obligated to communicate this notice to its subcontractor immediately.

§3.15 Add the following Section to 3.15:

§3.15.3 In order to achieve Substantial Completion, as defined by Section 9.8, for any portion of the Work, the Contractor must have the area where the Work is located fully cleaned and all materials and/or debris removed from site. The Certificate of Substantial Completion will not be issued until the Contractor has met this obligation.

3.18 Indemnification

Delete Section 3.18.1 in its entirety and substitute the following:

3.18.1 The Contractor agrees to indemnify and hold harmless the Owner, the Architect, the Architect's consultants, and the officers, principals, shareholders, agents and employees, of any of them from and against all claims, demands, actions, causes of action, damages, losses, fines, civil penalties, and expenses, including but not limited to attorney's fees, arising or resulting (or alleged to arise or result), in whole or in part, from the performance of the Work or from any act or omission of the Contractor, a Subcontractor, a Sub-subcontractor, or any other person furnishing labor, services, materials or equipment with respect to the Work as well as anyone employed directly or indirectly by them or anyone for whose acts or omissions they may be liable, regardless of whether such claim, demand, action, cause of action, damage, loss, fine, civil penalty or expense may have or is alleged to have arisen or resulted from an act or omission of any party indemnified hereunder; provided, however, Contractor's obligations hereunder

shall not be construed to apply to any claim, demand, action, cause of action, damage, loss, fine, civil penalty or expense arising solely from the negligence of any person indemnified hereunder. Contractor's indemnity obligation set forth above shall extend to the claim of any employee of the Contractor, of a Subcontractor, a Sub-subcontractor, or any other person furnishing labor, services, materials, or equipment with respect to the Work, of anyone employed directly or indirectly by them or of anyone for whose acts they may be liable. Contractor's indemnity obligations shall survive termination of this Agreement.

Delete Section 3.18.2 in its entirety and substitute the following:

~~3.18.2 In claims against any person or entity indemnified under this Section 3.18 made by an employee of the Contractor, a Subcontractor, a Sub-subcontractor, or any other person furnishing labor, services, materials, or equipment with respect to the Work, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this section 3.18 shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers compensation acts, disability benefit acts or other employee benefit acts.~~

Article 4 – Administration of the Contract Architect

~~4.2 Administration of the Contract~~

§4.2.1 Make the following changes to Section 4.2:

§4.2.1 In the first sentence of Section 4.2.1 after the word Architect add “, unless otherwise indicated by the Owner,”.

§4.2.2 ~~Revise Delete~~ the first sentence of Section 4.2.2 to read as follows and substitute the following:

§4.2.2 The Project Architect/Engineer responsible for the design of the facility shall attend a minimum of one (1) construction progress meeting each month, to become generally familiar with the progress and quality of the portion of the Work completed, to aide and assist with questions or issues that have arisen during construction, and to determine, in general, if the Work observed is being performed in a manner indicating that the work, when fully completed, will be in accordance with the Contract Documents. This person must have authority to render decisions on the project in order to avoid unnecessary delays.

§4.2.3 In the first sentence of Section 4.2.3 strike the word “reasonably.”

§4.2.4 Delete Section 4.2.4 in its entirety and substitute the following:

§4.2.4 Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall communicate through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate Contractors shall be through the Owner and the Architect.

§4.2.5 Add the following sentence at the end of Section 4.2.5:

The Architect upon receipt of an Application for Payment from the Contractor shall either review and certify such amounts due for payment or return such Application for Payment to the Contractor for correction(s) within five (5) consecutive business days of receipt.

§4.2.7 Make the following changes to Section 4.2.7:

Delete the first sentence and substitute the following:

The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples for the purpose of checking for conformance with the Contract Documents.

Delete the second to last sentence in its entirety and replacing it with the following:

The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures, unless the Architect has established the required construction means, methods, techniques, sequences, or procedures, or the Contract Documents require such approval.

§4.2.8 Make the following change to Section 4.2.8:

In the first sentence, after the word Architect add “, in consultation with the Owner.”.

Add the following Section to Article 4.2:

§4.2.15 The School Building Authority (SBA) of West Virginia reserves the right to visit projects at intervals deemed necessary to observe the progress of construction. The SBA field representative shall have such responsibilities as the SBA may delegate.

Article 5 – Subcontractors

§5.2.1 Make the following changes to Section 5.2.1:

Delete the first sentence in its entirety and substitute the following:

Using the standard SBA Form 403-A – List of Major Subcontractors (due with the bid) and SBA Form 403-B – Complete List of Subcontractors and Major Equipment / Materials Suppliers (due by 4:00 PM the day following the bid), the Contractor shall notify the Owner, Architect, and SBA of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design.

Add the following sentence to the end of Section 5.2.1.

This provision in no way limits the Contractor's legal obligations to report subcontractors and labor/material suppliers under W. Va. Code § 5-22-1(f) and obtain approval under W. Va. Code § 5-22-1(g) prior to any subcontractor substitution. Should the Contractor desire to substitute a Subcontractor that is listed on the SBA Form 403-B or add a Subcontractor that is not listed on the SBA Form 403-B, detailed justification must be provided and prior approval in writing must be obtained by the Owner, Architect, and the SBA.

§5.4 Contingent Assignment of Subcontracts: This section is removed in its entirety and replaced with the following:

§5.4 Emergency Contracts with Subcontractors:

In the event that the general contractor fails to fulfill its contractual obligations and the performance bond has failed to provide an adequate remedy, Owner has the right to execute emergency contracts with subcontractors to ensure continuation of the work, provided that doing so is in compliance with the laws, rules, and procedures governing emergency contracting authority for Owner, and the emergency contract terms comply with all other applicable laws, rules, and procedures.

Article 6 – Construction by Owner or by ~~Other~~ Separate Contractors

(Only Applicable in Multiple Prime Contractor Situations)

6.1 Owner's Right to Perform Construction and To Award Separate Contracts

Delete Sections 6.1.1 through 6.1.34 in their entirety and add the following Sections:

_____ §6.1.1 Multiple Prime Contracts. The Contractor acknowledges that the Owner ~~will~~ may contract with other Prime Contractors for other parts of the Project under conditions of the Contract identical or substantially similar to these. The term Contractor in the Contract documents shall, in each case, mean the Contractor who executes each separate Owner-Contractor Agreement. In preparing its Bid, the Contractor has carefully reviewed those documents made available to it by the Owner or Architect relating to the scheduling and nature of other contracts which may be awarded and has submitted a proposal which takes into account the need to coordinate its Work with that of other Prime Contractors. The Contractor further agrees that time is of the essence in completion of the Work and that the Work will be completed promptly and according to the Project Schedule. It is the express obligation and duty of the Contractor under this Contract to coordinate its Work with the Work of other Prime Contractors to achieve such completion.

_____ §6.1.2 Contractor's Duty to Coordinate. The Contractor shall not impede, hinder or delay any other Prime Contractor in the performance of its work. It is the Contractor's duty to communicate with any other Prime Contractor who will be performing work which may connect, compliment, interfere with or otherwise be dependent upon the Contractor's Work and to resolve any disputes or scheduling or coordination issues with such other Prime Contractor. All Prime Contractors are responsible, jointly and severally, for coordinating their various sections of work as to scheduling, installation procedures, Shop Drawings and installation of related materials. Provided that the Contractor does not thereby assume responsibility for acts or omissions of the other contractors, ~~if required to do so by the Construction Manager,~~ the Contractor shall review the actual progress of other Prime Contractors work on a monthly basis and advise the Owner as to whether the Request for Payment submitted by any other Prime Contractor is in accordance with the actual progress of the corresponding work.

_____ §6.1.3 Owner's Coordination Duties. Neither the Owner nor the Architect has any obligation express or implied to coordinate or schedule the Work of Contractor with that of other Prime Contractors.

_____ §6.1.4 Third Party-Beneficiary. Each other Prime Contractor has a right to performance of Contractor's obligations under this Article 6. Contractor agrees that such other Prime Contractors are third-party beneficiaries of its obligations under this Article 6 and that Contractor will be a third-party beneficiary of all other Prime Contractors' obligations under the same provisions appearing in their respective Contract Documents.

_____ §6.1.5 Contractors' Liability to Each Other. In the event that any other Prime Contractor performing work should hinder, delay or damage the Contractor's Work or should otherwise cause loss (including acceleration costs) or injury to the Contractor, Contractor agrees that it shall look solely to such other Prime Contractor for relief therefore. Neither the Owner nor the Architect shall be responsible for any such hindrance, delay, damage, loss, or injury, and the Contractor will, in no event, attempt to hold the Owner or Architect liable for the costs thereof. The Contractor shall not make: (a) any claim for adjustment of Contract Sum or Contract Time, equitable or otherwise, against the Owner based on any of the foregoing; (b) a claim of any type against the Architect arising from such hindrance, delay, damage, loss or injury. Similarly, the Contractor agrees that it will be legally responsible to any other Prime Contractor performing work related to the Project and will indemnify the Owner and Architect against any claim, suit loss, injury, damage or delay including, but not limited to, acceleration costs incurred as a result of delay, caused, in whole or part, by the Contractor. The Contractor and its Performance Bond surety shall indemnify and hold harmless the Owner, and the Architect from and against any claim brought against any of them by another Prime Contractor including costs, expenses and attorneys' fees incurred by any of them as a result of the Contractors alleged acts or omissions.

6.2 Mutual Responsibility

Delete Section 6.2.3 in its entirety.

Article 7 – Changes in the Work

§7.1.2 In Section 7.1.2, remove the word “alone” and insert “with approval by the Owner.”

§7.2 Add the following Section to 7.2:

§7.2.2 A written Change Order as defined under 7.2.1 above constitutes a final settlement of all matters relating to the change in the Work which is the subject of the Change Order, including, but not limited to general conditions, all direct or indirect costs associated with such change and any and all adjustment to the Contract Sum and Contract Time. The parties also understand and agree that since Owner is a grant recipient of the School Building Authority of West Virginia (SBA), all change orders require review by the SBA prior to approval by the Owner. Additionally, approval may be required by agencies the federal government officials if funding is provided by an agency of the United States federal government. Owner and Contractor must discuss the change order approval requirements prior to executing this agreement.

Add the following section to § 7.2

§7.2.3. Allowance for Overhead and Profit: Contractor's overhead and profit for a change order issued under this Article included in the total cost to the Owner shall not exceed the criteria of the following schedule:

.1 For the Contractor, for any Work performed by the Contractor's own forces, fifteen percent (15%) of the cost.

.2 For the Contractor, for Work performed by the Contractor's Subcontractor, ten percent (10%) of the amount due the Subcontractor.

.3 For each Subcontractor or Sub-Subcontractor involved, for any Work performed by that Subcontractor's own forces, fifteen percent (15%) of the cost.

.4. For each Subcontractor, for Work performed by the Subcontractor's Sub-subcontractors, ten percent (10%) of the amount due the Sub-subcontractor.

.5 Cost to which overhead and profit is to be applied shall be determined in accordance with Section 7.3.7. Estimated labor hours shall include hours only for those workmen and working foremen directly involved in performing the Change Order work. Supervision above the level of working foremen (such as general foremen, superintendent, project manager, etc.) is considered to be included in the allowance for Overhead and Profit. Hand tools are defined as equipment with a value of \$1,000 or less. For Contractor owned equipment, the "bare" equipment rental rates allowed to be used for pricing Change Order proposals shall be not more than the monthly rate listed in the most current publication of The AED Green Book divided by 176 to arrive at a maximum hourly rate to be applied to the hours the equipment is used performing the Change Order work.

.6 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, material, equipment and Subcontractors. Details to be submitted will include detailed line item estimates showing detailed materials quantity take-offs, material prices by item and related labor hour pricing information and extensions (by line item or by drawing as applicable.) Where major cost items are Subcontracts, they shall also be itemized as prescribed above. In no case will a change be approved without such an itemization.

.7 Local Business and Occupation Taxes, if applicable, shall be calculated on the cost of the Work, overhead and profit.

.8 Overhead and profit shall not be calculated on changes in the Work involving unit prices. Unit prices are to have overhead and profit included in the price quoted.

.9 Under no circumstances is Contractor permitted to charge for the passage of time (often referred to as general conditions or winter conditions) without an identified, itemized, and concretely provable cost borne by Contractor. Contractor has a duty to mitigate costs during a delay period to the fullest extent possible and Contractor will not be paid for costs that could have been mitigated. Calculating a daily delay rate without properly identifying, itemizing, and proving actual, unmitigatable costs, is prohibited. Contractor understands and accepts that it has the responsibility to prove that costs could not be mitigated prior to submitting a request for payment.

§7.3.4 Make the following change in Section 7.3.4:

In the fourth line of the first sentence, delete the words "an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount" and substitute "an allowance for overhead and profit in accordance with clauses 7.3.11.1 through 7.3.11.9 below."

§7.3.7 Delete the word "recorded" and replace it with "processed".

§7.3.9 Delete Section 7.3.9 in its entirety and substitute the following:

§7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, amounts not in dispute for such changes in the Work shall be included in Applications for Payment provided these amounts have been added to the Contract by an approved Change Order.

§7.3.10 Add the following sentence to the end of Section 7.3.10:

The Parties will utilize their best efforts to issue a change order within 60 days of agreement being reached, but failure to do so will not give rise to grounds for contract cancellation, penalties, or any other cause of action.

Add the following Section to 7.3:

§7.3.11 In Section 7.3.7, the allowance for overhead and profit for a change directive issued under this Article included in the total cost to the Owner shall not exceed the following schedule:

.1 For the Contractor, for any Work performed by the Contractor's own forces, fifteen percent (15%) of the cost.

.2 For the Contractor, for Work performed by the Contractor's Subcontractor, ten percent (10%) of the amount due the Subcontractor.

.3 For each Subcontractor or Sub-Subcontractor involved, for any Work performed by that Subcontractor's own forces, fifteen percent (15%) of the cost.

.4. For each Subcontractor, for Work performed by the Subcontractor's Sub-subcontractors, ten percent (10%) of the amount due the Sub-subcontractor.

.5 Cost to which overhead and profit is to be applied shall be determined in accordance with Section 7.3.7. Estimated labor hours shall include hours only for those workmen and working foremen directly involved in performing the Change Order work. Supervision above the level of working foremen (such as general foremen, superintendent, project manager, etc.) is considered to be included in the allowance for Overhead and Profit. Hand tools are defined as equipment with a value of \$1,000 or less. For Contractor owned equipment, the "bare" equipment rental rates allowed to be used for pricing Change Order proposals shall be not more than the monthly rate listed in the most current publication of The AED Green Book divided by 176 to arrive at a maximum hourly rate to be applied to the hours the equipment is used performing the Change Order work.

.6 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, material, equipment and Subcontractors. Details to be submitted will include detailed line item estimates showing detailed materials quantity take-offs, material prices by item and related labor hour pricing information and extensions (by line item or by drawing as applicable.)

Where major cost items are Subcontracts, they shall also be itemized as prescribed above. In no case will a change be approved without such an itemization.

.7 Local Business and Occupation Taxes, if applicable, shall be calculated on the cost of the Work, overhead and profit.

.8 Overhead and profit shall not be calculated on changes in the Work involving unit prices. Unit prices are to have overhead and profit included in the price quoted.

.9 Under no circumstances is Contractor permitted to charge for the passage of time (often referred to as general conditions or winter conditions) without an identified, itemized, and concretely provable cost borne by Contractor. Contractor has a duty to mitigate costs during a delay period to the fullest extent possible and Contractor will not be paid for costs that could have been mitigated. Calculating a daily delay rate without properly identifying, itemizing, and proving actual, unmitigateable costs, is prohibited. Contractor understands and accepts that it has the responsibility to prove that costs could not be mitigated prior to submitting a request for payment.

§7.4 Minor Changes in Work. Insert the following sentence at the end of section 7.4:

“Contractor may request that Architect provide written confirmation that Owner has agreed to the minor change, and if requested, Architect will provide it.”

Article 8 – Time

§8.3.1 In the first sentence, delete “unusual delay in deliveries,” and add “unmitigatable costs attributable to unavoidable casualties and” before the words “adverse weather conditions.”

Add the following Section to:

8.4 Acceleration

~~.1 If the Contractor is behind the construction schedule to such an extent that the Owner or Architect reasonably determines that the Contractor will be unable to meet any milestone the completion date established by the Contract Documents or to substantially complete the Work in the Contract Time, the Owner may direct the Contractor to accelerate its work. Such acceleration may include employing such additional forces or paying such additional overtime wages as may be required to place the progress of the Work to allow contractor to meet future milestone completion dates and achieve substantial completion within the Contract Time. Such acceleration shall be accomplished at the Contractor’s own cost. Contractor shall also pay any additional sums which may become due to the Architect as a result of such acceleration. If the Contractor voluntarily accelerates its work to maintain the construction schedule, it shall likewise do so at its own cost. Under Multiple Prime Contracts if the cause of Contractor being behind schedule is another Prime Contractor(s)’s failure to fulfill its obligations under Article 6, Contractor shall make its claim for acceleration costs solely against such Prime Contractor(s) and not against the Owner or Architect.~~

Article 9 – Payments and Completion

§9.1.2 Add the following sentence to the end of section 9.1.2:

“Any equitable adjustment of unit prices must be processed as a change order to the contract.”

Add the following to Article 9 Payments and Completion.

§9.2 Schedule of Values. Delete this Section 9.2 in its entirety and replace with the following:

§9.2.1 The Contractor shall provide a complete, itemized breakdown of the "Schedule of Values" for the work of this contract. This "Schedule of Values" must be submitted by ~~each Prime~~ the Contractor with the CPM Construction Schedule, the Submittal Schedule, and the Cash Flow Projection Schedule ~~ten (10) working days prior to the first application for Payment by the Contractor prior to the first application for Payment by the Contractor,~~ and approved by Architect, County Owner and SBA, prior to the first payment. Unless otherwise required, each line item must include its allocable share of the Contractor's overhead and profit. The Prime Contractor is to follow the following guidelines in development of the "Schedule of Values":

.1 a) The "Schedule of Value" shall be prepared in such detail and must be supported by such data to substantiate its accuracy as required by Architect, County Owner and SBA.

.2 b) The "Schedule of Values" shall be broken down by Specification Section, then Phase, Section and/or Floor, then product, then Material & Labor, as appropriate for the Project, and as required by Architect, County Owner, and SBA. ~~See the below example. c) The "Schedule of Values" shall be broken down in such detail where no single activity exceeds \$100,000. In the event a single activity exceeds \$100,000 (i.e. equipment, pre-assembled unit, etc.) the Contractor must notify the Architect in writing and obtain approval from the Architect, County and SBA.~~

.3 d) The "Schedule of Values" shall utilize action words for description of an activity, i.e. install, place, rough-in, etc.

.4 e) The "Schedule of Values" shall provide a breakdown for labor, material and equipment, as appropriate and as required Architect, County Owner and SBA.

Section 0000-1

Phase/Section/Area/Floor "A"

Product X

Material Cost

Labor Cost

Product Y

Material Cost

Labor Cost

Phase/Section/Area/Floor "B"

Product X

Material Cost

Labor Cost

Product Y

Material Cost

Labor Cost

Section 0000-2

Phase/Section/Area/Floor "A"

Product S

Material Cost

Labor Cost

Section 0000-3

Etc.

§9.2.2 At the Owner's discretion, and approved in advance in writing, the Contractor may invoice for off-site stored materials. The off-site stored materials must be verified by a representative of the County Owner prior the approval for payment. All off-site stored material for which payment is being sought shall be scheduled for three (3) months prior to installation. Off-site stored materials shall be stored within the State of West Virginia, unless otherwise approved. Also, the Contractors must provide

the Owner with a proof of cost (i.e.– sales receipt) and certificate of insurance from an approved insurance carrier for the value of full replacement of materials stored off-site; also naming the County Owner and SBA as additionally insured.

9.3 Applications for Payment. Add the following:

§9.3 Make the following changes to Section 9.3:

§9.3.1 In the first sentence add “and the Owner” after the first reference to the Architect and add “and other required documents” after the words “schedule of values.”

§9.3.1.3 Add the following at the end of Section 9.3.1.3:

A 5% retainage will be maintained throughout the construction period. The Owner will pay 95% of the portion of the Contract Sum properly allocable to labor, material and equipment incorporated in the work, and of materials and equipment suitably stored at the site or at some other location agreed upon in writing, for the period covered by the most current submitted Application for Payment, less the aggregate of previous payments.

Add the following Sections to Article 9.3:

§9.3.4 The School Building Authority (SBA) of West Virginia reserves the right to review all Contractors’ Applications for Payment and/or CPM Construction Schedules and may request additional documentation to substantiate the request and, The SBA, in cooperation with the Owner and the Architect, may make adjustments as deemed appropriate or may require that the Application for Payment and/or CPM Construction Schedule be resubmitted.

Add the following Section:

§9.3.5 Applications for payments from the SBA must be accompanied by an SBA Exhibit B Requisition Form, SBA 104A and a copy of the invoice and a description of work completed including materials/equipment used for the project. Requisitions must be received by the depository and the SBA by the 5th day of the month in which payment is being requested. Payments will be processed and mailed to the grant recipient on the 15th day of the same month. The SBA reserves the right to review requests for payment and make adjustments when they deem necessary. Note: An approved Critical Path Method (CPM) construction schedule must be in place submitted ten (10) business days prior to the submission of the second first pay application being requested. The approved schedule shall be updated monthly and submitted with each pay application. All Prime Contractors shall review and provide written approval of construction schedule and each subsequent revision thereof. Failure to comply with this provision will result in delayed processing of this and all future pay applications until the owner and SBA approved schedule is in place.

§9.4.1 Make the following changes to Section 9.4.1:

After the phrase “in the full amount of the Application for Payment,” insert the phrase “less any retainage withheld pursuant to section 9.3.1.3,”.

§9.6.7 Delete Section 9.6.7 in its entirety.

§9.6.8 Delete Section 9.6.8 in its entirety.

§9.7 Make the following changes in Section 9.7:

In line two, change “seven days” to “sixty days.” In line four, delete “binding dispute resolution” and substitute “the West Virginia Claims Commission”

§9.8.1 Add the section to 9.8.1:

§9.8.1.1 At approximately 85% of construction or sixty days prior to the projected date of Substantial Completion, the Contractor shall actively participate in a Project Closeout Coordination Meeting involving the Owner, Architect, Prime Contractor(s), and SBA Representative. This meeting may be held in coordination with the required bi-weekly construction progress meetings. The purpose of this meeting is to facilitate the coordination of all required closeout procedures as listed in SBA Form 500 – Project Closeout Procedures for the final completion of the Contract. It is recommended that deadlines be established for the submission of specific required documents by the responsible parties. Final payment will not be authorized by the SBA until all closeout conditions are met.

§9.8.3 Add the following clause to Section 9.8.3:

If Architect is required to perform more than one inspection under this subsection, Contractor shall be responsible for paying the Owner for the cost of the additional inspection, which will be paid by Owner to Architect, at the hourly rate established in the contract between Owner and Architect.

§9.8.5 Make the following changes to Section 9.8.5 Substantial Completion:

In the second sentence, change the phrase “make payment of retainage” to read “make partial payment of retainage.”

Add the following to the end of Section 9.8.5

—The Owner will pay upon Substantial Completion of the Contracted Work, a sum sufficient to increase the total payments to 95% of the Contract Sum, less such amounts as the Architect and the Owner shall determine for all incomplete work, rejected work and unsettled claims as provided in the contract documents. The final 5% retainage shall not be released until the Grant Recipient, Architect/Engineer and the School Building Authority have received satisfactory evidence of the completion of all work required by the contract documents, including all rejected work and the resolution of all unsettled claims.

§9.10.2 Add the following Sections to the end of 9.10.2:

9.10 Final Completion and Final Payment

9.10.2

.1 A State tax release form will be filed with the West Virginia Department of Tax and Revenue by the local board of education upon receipt of the final payment request from the contractor. Final payment will only be processed after the Local Board of Education Agency (LEA) has received evidence from the Department of Tax and Revenue indicating appropriate state taxes has been paid on completed construction projects in West Virginia.

Affidavit of Debt Paid — In accordance with West Virginia Code 5A-3-10a, Contractors are required to submit an Affidavit of Debt Paid (SBA Form 177). This form shall be submitted to the county board of education or contracting agency along with other closeout documents.

.2 Should the Architect determine during the final inspection that the remaining work is not completed in accordance with the terms and conditions of the contract documents, the Contractor shall be responsible for all costs associated with the Architect’s return visits. Costs shall include, but are not limited to, hourly wage, mileage reimbursement, accommodations, and miscellaneous reimbursables.

§9.10.3 Add the following clause to Section 9.10.3:

§9.10.3.1 Unless and to the extent final completion is delayed through no fault of the Contractor as provided in Section 9.10.3, the Owner shall be under no obligation to increase payments above ninety-five percent (95%) until final completion of the Work is Certified by the Architect.

Add the following Section to Article 9:

§9.11 Liquidated Damages

§9.11.1 It is acknowledged that the Contractor's failure to achieve substantial completion of the Work within the Contract Time provided by the Contract Documents will cause the Owner to incur substantial economic damages and losses of types. The Owner shall and in amounts which are impossible to compute and ascertain with certainty as a basis for recovery by the Owner of actual damages, and that liquidated damages represent a fair, reasonable and appropriate estimate thereof. Accordingly, in lieu of actual damages for such delay, the Contractor agrees that liquidated damages may be assessed and recovered by the Owner as against Contractor and its Surety, in the event of delayed completion and without should the Owner being required to present any evidence of the amount or character of actual damages sustained by reason thereof; therefore Contractor shall be liable to the owner for payment of liquidated damages in the amount indicated below for each day (Sundays and Holidays included) that Substantial Completion is delayed beyond the Contract Time as adjusted for time extensions provided by the Contract Documents determined by the Owner's computation. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and Contractor shall pay them to Owner without limiting Owner's right to terminate this agreement for default as provided elsewhere herein.

Liquidated damages will be assessed as follows:

<u>Project Cost</u>	<u>Liquidated Damage</u>
<u>Up to \$1,000,000</u>	<u>\$750.00/per day</u>
<u>\$1,000,000 to \$5,000,000</u>	<u>\$1,000.00/per day</u>
<u>Over \$5,000,000</u>	<u>\$2,000.00/per day</u>

§9.11.2 Allowances may be made for delays due to shortages of materials and/or energy resources, subject to proof by documentation, and also for delays due to strikes or other delays beyond the control of the Contractor. All delays and any claim for extension of Contract Time must be properly documented in accordance with Section 15.1.5 by the Contractor and must be made within the time limits stated in Section 15.1.2.

Article 10 – Protection of Persons and Property

§10.2.8 Make the following changes to Section 10.2.8:

In the first sentence, delete “within a reasonable time not exceeding 21 days” and substitute “immediately”.

§10.3.3 Delete Section 10.3.3 in its entirety.

Article 11 – Insurance and Bonds

§11.1.1 Add the following to the end of Section 11.1.1:

11.4.4—Workers Compensation Coverage shall be provided on the project by all Contractors. Contractors shall purchase and maintain workers' compensation insurance from a licensed carrier authorized to provide such coverage in the State of West Virginia. Proof of continued Workers Compensation coverage throughout the duration of the project shall be provided on the certificate of coverage.

11.3 —Property Insurance

Add the following Section: 11.3.11

Additional Requirements:

~~1.2~~ 2 The General Contractor for Multiple Prime Contracts is responsible for providing Builder's Risk Insurance meeting the requirements of this Section ~~11.3~~ for all Prime Contractors. ~~See Section 11.5.1 for values and named insured.~~ Payment of deductibles shall be the responsibility of the Prime Contractors' prorated by percentage among the claimants based on value of claim. General Contractor shall act as the fiduciary for distribution of insurance proceeds to the insured ~~in the manner described in Section 11.3.8.~~

~~2.3~~ 3 The Single Prime Contractor (Including Site Prep) is responsible for providing Builder's Risk Insurance meeting the requirements of this Section ~~11.3~~. ~~See Section 11.5.1 for values and named insured.~~ Payment of deductibles shall be the responsibility of the Contractor. Contractor shall act as the fiduciary for distribution of insurance proceeds to the insured ~~in the manner described in Section 11.3.8.~~

Add the following Section to Article 11.1:

§11.1.5 Insurance

~~§11.1.5.1 In furtherance of Article 11 of General Conditions, e~~Each contractor furnishing labor and materials shall provide insurance in the following categories and for the stated minimum amounts. All insurance shall be written to show evidence of the following: ~~The Architect and the Owner shall be ADDITIONALLY INSURED on the contractor's policy. The Contractor shall be the NAMED INSURED.~~

~~Part One – Worker's Compensation~~

~~Contractors shall purchase and maintain workers' compensation insurance from a licensed carrier authorized to provide such coverage in the State of West Virginia.~~

~~Part Two – Employer's Liability – Limits Required:~~

~~\$1,000,000 – bodily injury by accident/each accident
\$1,000,000 – bodily injury by disease/per policy
\$1,000,000 – bodily injury disease/each employee~~

Coverage must include broad form employer's liability and a waiver of subrogation from workers' compensation carrier.

Contractor's Public Liability Insurance - Limits Required:

\$2,000,000 – General Aggregate
\$1,000,000 – Products Complete Operations Aggregate
\$1,000,000 – Personal & Advertising Injury Limit
\$1,000,000 – Each Occurrence Limit

Commercial General Liability must include:

Explosion, Collapse and Underground Property Damage. Coverage required if contractor's operations warrant such coverage.

If blasting operations, separate blasting coverage is required.

Contractual Liability Coverage covering claims involving Contractor's contractual liability including Contractor's indemnity obligations set forth in Section 3.18

Automobile Liability Insurance

Limits Required:

\$1,000,000 – Per Accident
Provide "Any Auto" Coverage

Excess Liability Insurance

Limits Required:

\$2,000,000 – Combined Single Limit Occurrence

\$2,000,000 – Aggregate

Builders Risk and Property Insurance

100% Completed Value Form (refer to Division 1 Section "Allowances" for Multiple Prime Contracts)

Coverage Format:

All Risk including flood, earthquake and theft

Coverage shall include transit and off-site storage/secondary location limit amount that exceeds any shipment or off-site storage material value before payments to contractor for off-site stored materials are approved. Proof of coverage limits exceeding accumulated value of materials stored is required.

~~Name Insured shall be Owner, Contractor, and all Subcontractors ATIMA.~~

~~Single Prime Contractor (Including Site Prep) is responsible for providing Builder's Risk Insurance. Deductibles shall be stated in the Certificate of Insurance. Payment of Deductibles shall be the responsibility of the Contractor.~~

~~The General Contractor for Multiple Prime Contracts is responsible for providing Builder's Risk Insurance for all Prime Contractors. Deductibles are to be a maximum of \$2500 per occurrence and shall be stated in the Certificate of Insurance. Payment of deductibles shall be the responsibility of the Prime Contractors' prorated by percentage among the claimants based upon value of claim.~~

Names Insured shall be, the Contractor and all Subcontractors As Their Interests May Appear (ATIMA). The Owner, Construction Analyst or Construction Manager and Architect are to be listed as additionally insured.

Deductibles shall be stated in the Certificate of Insurance. Payment of deductible shall be the responsibility of the contractor(s).

The Owner will provide Builders Risk and Property Insurance coverage for renovation projects during construction by adding the contractor and all subcontractors, ATIMA to the permanent property policy unless otherwise stated in the bidding documents.

Certificate of Insurance

The Certificate of Insurance and copy of endorsement of the policy stating that the Owner and Architect are additionally insured shall be provided by the Contractor to the Owner and Architect at the current address of said parties with a transmittal cover indicating the project name, location of project, type of work to be performed and the nature of the documents transmitted.

The Certificate of Insurance shall contain a provision that coverage afforded will not be canceled until at least thirty (30) days prior written notice has been given to the Owner and Architect.

The Owner shall be the Certificate Holder.

The Certificate shall be prepared on "Acord" Form 25-5 (7/90) or an equivalent form.

~~The Certificate shall indicate that the Owner, Construction Analyst or Construction Manager and Architect are ADDITIONAL INSUREDS under the Contractor's policy.~~

The Certificate of Insurance shall indicate the carrier's financial rating. The rating must be an A.M. Best, A- or better rated surety company listed on the most current Federal Register, Circular 570 and is authorized to do business in the State of West Virginia and approved by the owner and the SBA.

§11.1.2 Add the following to the end of §11.1.2.

At a minimum the Contract shall provide, at the Contractor's Expense:

§11.1.2.1. A Performance Bond and a Labor and Material Payment Bond for 100% of the Contract Sum and, if applicable, a two-year roofing Maintenance Bond for the full value of the roofing system.

§11.1.2.2 An attorney-in-fact who executes the bonds on behalf of the surety shall affix thereto a certified and current copy of power of attorney.

§11.1.2.3 The bonds shall be issued on State of West Virginia forms. The Contractor shall deliver the required bonds and all other contract documents to the Owner not later than 15 days following receipt of the Owner's notice of intent to award a Contract.

§11.2 Owner's Insurance – Delete section 11.2 in its entirety.

11.4 Performance Bond and Payment Bond (Moved to Supplemental Instructions to Bidders)

Add the following Section:

11.4.3

.1 — The contractor to whom any contract is awarded, shall pay for, execute and deliver to the Owner via the Architect, within ten (10) days after award of contract by Owner and before signing the contract a corporate surety Performance and Labor and Material Payment Bond on AIA Document A311 (or equivalent form), to be executed by an A.M. Best, A- or better rated surety company listed on the most current Federal Register, Circular 570, and which is authorized to do business in the State of West Virginia and which is satisfactory to and approved by the Owner and the SBA in the sum of one hundred percent (100%) of the amount of the contract, insuring the full and faithful performance of the work and payment in full for all materials, machinery, equipment and labor, and covering all the guarantees called for in the specifications and all other obligations arising there under. The Labor and Material Payment Bond shall be in the sum of one hundred percent (100%) of the contract amount. All contractors performing work on SBA projects must be covered by a performance bond and must be included on the list of subcontractors submitted to the SBA (Form 123). The Owner will not accept responsibility for direct payments to subcontractors performing work on projects by way of consignment. No Performance Bond is required for projects of \$25,000 or less.

.2 — Should the successful Bidder fail or refuse to deliver the required bond and all other Contract Documents, properly executed within ten (10) days after receipt of the Owner's letter of intent to award a Contract, the successful Bidder shall forfeit the security deposited with his Bid as liquidated damages, not as a penalty.

.3 — Irrevocable Letter of Credit is not acceptable as a Performance Bond.

.4 — A certified cashiers' check is not acceptable as a Performance Bond.

.5 — Personal securities are not acceptable as a Performance Bond.

~~6~~ Failure of a construction firm to satisfactorily perform the work specified in the contract documents will result in the owner exercising their rights, pursuant to the conditions of the contract documents, to declare a construction contract default under the provisions of the AIA General Conditions of the Contract for Construction established for this project. If the construction firm's surety company is notified of their responsibility for the completion or remediation of incomplete or non-compliant work, said firm may no longer be eligible to bid future projects funded by the School Building Authority of West Virginia.

§11.4 Section 11.4 is deleted in its entirety.

§11.5.1 Make the following changes in Section 11.5.1:

In the first sentence, substitute "Contractor" for "Owner" each time the latter word appears.

§11.5.2 Delete Section 11.5.2 in its entirety and substitute the following:

§11.5.2 Prior to settlement of insured loss, the Contractor shall notify the parties of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The parties shall have 14 days from the receipt of notice to object. If no objection is made, the Contractor shall proceed as proposed and allocate the settlement accordingly. If such objection is made, the dispute shall be resolved as provided in Section 15.4. The Contractor, in that case, shall make settlement with insurers in accordance with directions of the Court. If distribution of the insurance proceeds as directed by the Court is required, the Court will direct such distribution. Any work to repair the damage will be incorporated into the contract as a change order.

Article 12 – Uncovering and Correction of Work

No Supplemental Conditions to Article 12

Article 13 – Miscellaneous Provisions

§13.1 Delete Article 13.1 in its entirety and substitute the following:

ARTICLE 16 – SPECIAL CONDITIONS

§13.1 16.3 Compliance with Codes and Governmental Requirements

§13.1.1 16.3.2 All work, labor, materials and equipment specified, constructed and installed are to be of first-class quality. To help insure this occurs, all work and equipment designed and specified shall conform to the latest applicable codes and standards including but not limited to the following:

- a. West Virginia State Building Code
- b. American Society for Testing Materials (ASTM)
- c. American National Standards Institute (ANSI) to the extent adopted by authorities having jurisdiction at the job site.
- d. West Virginia State Fire Code
- e. National Electrical Code (NEC)
- f. American Society of Heating, Refrigerating and Air Conditioning Engineers (ASHRAE)

§13.1.1 16.3.3 All work must also have the approval of all West Virginia governmental authorities and agencies having jurisdiction over the project including but not limited to the following:

- a. West Virginia State Fire Marshal
- b. West Virginia Department of Health

- _____ c. West Virginia Department of Natural Resources
- _____ d. West Virginia Department of Highways
- _____ e. West Virginia Department of Education
- _____ f. West Virginia Division of Labor
- _____ g. School Building Authority of West Virginia
- _____ h. West Virginia Division of Environmental Protection

§13.2.2 Section 13.2.2 is deleted in its entirety.

§13.4.1 Remove the phrase “so require” and insert in its place “prohibit delegation of the test to Contractor”

§13.5 Delete Section 13.5 in its entirety and substitute the following:

§13.6 Notwithstanding any other provision in the Contract Documents, West Virginia Code does not authorize the payment of interest on late payments. Accordingly, interest charges for late payment are prohibited.

Add the following Article 16 Special Conditions as follows:

Add the following Sections to Article 13:

§13.6 Contractor’s License

§13.7.1 West Virginia Code §21-11-2 requires that all persons desiring to perform contractual work in West Virginia shall be duly licensed. The West Virginia Contractor's Licensing Board is empowered to issue a contractor's license.

§13.6.2 West Virginia Code §21-11-11 requires any prospective Bidder to include the Bidder's contractor's license number on its Bid. The successful Bidder will be required to furnish a copy of its contractor's license in a classification appropriate to the Work prior to issuance of a purchase order/contract.

§13.7 Certified Payroll Requirements

§13.7.1 ~~16.1~~ All contractors and subcontractors shall pay West Virginia Department of Labor fair minimum rate of wages for the county in which the work of this contract is performed. The SBA requires that a weekly certified payroll be submitted with each contractor’s pay-application using the U.S. Department of Labor Form WH-347 **West Virginia Division of Labor’s Jobs Act Weekly Payroll Form** or other SBA approved document. Certified payrolls **forms must be completed fully to include names, addresses and social security numbers of all workers, including those of any subcontractors, in order to assure compliance with the West Virginia’s Prevailing Wage laws and the SBA’s Supplemental, General and Special Conditions Jobs Act as described in West Virginia Code §21-1C. Each Contractor shall submit all completed Certified Payroll forms for each employee weekly to the West Virginia Division of Labor.** Upon request, ~~counties~~ **the Owner shall** will be required to submit the certified payroll report to the SBA for review. Each contractor shall be responsible to obtain correct and fair minimum rate of wages as established by the West Virginia ~~Department~~ **Division** of Labor.

§13.7.2 ~~16.2~~ For the Owner’s records, Contractors shall submit to the Owner copies of permits, licenses, certifications, inspection reports, releases, notices, receipt for fee payments, correspondence and records established in conjunction with compliance with standards and regulations bearing upon performance of the work.

16.4 Payroll Certification and Employment Reporting

~~16.4.1~~ All contractors and subcontractors shall pay West Virginia Department of Labor fair minimum rate of wages as established in Section 21-5A of the WV Code, for the county in which the work of this contract is performed. The term "fair minimum rate of wages" shall be set forth in 21-5A-3 of the West Virginia Code. The SBA's requirement for submission of certified payrolls, supersedes the requirements of current state law. The SBA requires that a certified payroll be submitted with each contractor's pay application using U.S. Department of Labor Form WH-347 (formerly DOL-184). Contractors may provide this information in an alternative format provided all required information on the WH-347 is included on the alternative document. Each certified payroll must include names, addresses and social security numbers of all workers, including those of any subcontractors, in order to assure compliance with West Virginia's prevailing wage laws and the SBA's Supplemental, General and Special Conditions. Upon request, counties will be required to submit the certified payroll report to the SBA for review.

~~16.4.2~~ All contractors and subcontractors must comply with the "West Virginia Jobs Act" requirements found in Chapter 21, Article 1C of the West Virginia Code and all Department of Labor regulations.

§13.8 Workforce Eligibility – ~~16.4.3~~ County school boards and other grant recipients shall require all contractors and service providers to verify the criminal records of their employees before granting access to the construction site. All prime contractors and their subcontractors shall verify the criminal records and workforce eligibility of all employees, subcontractors' employees, and vendors' employees that will be present on the construction site or other board property shall provide the County Board or other grant recipient (Owner) assurances of compliance with pertinent WV Code and SBA Policy by verifying the eligibility of all workers by providing a completed SBA Forms 181 and 182 to the County Board of Education or other grant recipient (Owner). These forms shall be submitted along with the contract for construction and the contract will not be fully executed until this provision has been satisfied.

§13.8.1 ~~16.4.4~~ The successful low bid Prime Contractor and all Subcontractors performing Work on the project shall verify the legal status of all workers and shall comply with the latest provisions of West Virginia Code chapter 21 article 1B §21-1B. All Prime Contractors and their Subcontractors shall provide assurances to the county boards of education or other grant recipients (Owner) by submitting a completed SBA Form 181 400-B. This document acknowledges the prime contractor has received assurances from subcontractors (using SBA Form 182 400-C) that they are in compliance with applicable WV Code and SBA Policy. These forms shall be submitted along with the contract for construction and the contract will not be fully executed until this provision has been satisfied.

§13.8.2 Contractors shall maintain records verifying the legal status of workers and shall, upon request by the Commissioner of Labor, surrender all employee records, including all records relating to the payment of State and Federal taxes, for verification of their legal status. If upon examination of records, the Commissioner determines that a contractor is in violation of the provisions of this code, the Commissioner may enter and order that imposes disciplinary action as provided for in ~~article 21-1B-1 thru 7 of the~~ West Virginia Code §21-1B.

§13.9 ~~16.4.5~~ The Contractor shall provide to the Owner at Project Close-out the following all required documentation that includes, but is not limited to, the following:

- _____ a. Contractor's Affidavit of Payment of Debts and Claims (AIA G706)
- _____ b. Contractor's Affidavit of Release of Liens (AIA G706A)
- _____ c. Consent of Surety Company to Final Payment (AIA G707)
- _____ d. Certificate of Insurance (Acord Form and AIA G715) Covering required/specified products and completed operation
- _____ e. Certificate of Release from the Department of Tax and Revenue stating all appropriate taxes have been paid

_____ f. Verification from the Owner (county superintendent) that all Owner training required by the contract documents has been conducted (SBA ~~459~~ Form 500-A)

_____ g. Fire Marshall's Certificate of Occupancy

h. Affidavit of Debt Paid (SBA 177)

_____ i. ~~h. Prepare quality~~ Training videos of quality to show all required steps in HVAC startup, operation, maintenance, etc.

§13.10 Performance of the Contract

§13.10.1 The Contractor shall adhere to all conditions of the Contract Documents including, but not limited to, Quality Control, CPM Scheduling, Project Documentation, Construction Performance and Project Completion, and Closeout.

§13.10.2 Non-compliance with any provisions of the Contract Documents will result in a Notice of Non-Compliance or Non-Conformance issued by the Architect.

§13.10.3 The Contractor shall make available to the SBA all digital copies of all communications between the Contractor and the Architect as well as all communications between the Contractor and representatives of the Owner.

§13.10.4 After project Closeout, the Contractor shall be evaluated on the basis of compliance and conformance to the Contract Documents. Such evaluation will rely on documentation compiled during the duration of the Project.

16.5 SBA Project Observation

~~16.5.1 The School Building Authority reserves the right to visit projects at intervals deemed necessary to observe the progress of the construction. The SBA field representative shall have such responsibilities as the SBA may delegate.~~

~~16.5.2 The School Building Authority reserves the right to review all Contractors Applications for Payment and request additional documentation to substantiate the request and in cooperation with the owner make adjustments as deemed appropriate.~~

§13.12 ~~16.5.3~~ The responsible Contractor shall notify the SBA office two weeks in advance of:

- .1 The Testing, Adjusting & Balancing of the HVAC system.
- .2 The training of the ~~county~~ maintenance and custodial personnel on new building components.
- .3 The scheduled punch list walk-thru of the new or renovated school.

§13.13 ~~16.5.2 County boards of education, b~~ Before accepting the HVAC Contractor's work is accepted by the Owner, the Contractor shall receive provide complete training to the Owner regarding the operation and maintenance of the mechanical equipment and building controls. Training shall be completed prior to occupying the building final completion. There shall also be a one (1) day follow-up training in six months or during the succeeding heating/cooling season after the facility has been occupied to ~~insure~~ ensure training on both heating and cooling operations of the system. Where specified, the installation contractor shall provide two-year maintenance and operations for HVAC equipment and other components as described in the bidding documents. ~~The State Department of Education's HVAC Technicians shall be notified of the date and location of any and all training sessions in order to assure its ability to fulfill their responsibilities as delineated in WV Code §18-9E-3(F) & (G). At the conclusion of the training, the grant recipient shall submit the verification of HVAC Training Form (SBA Form 159-500 B) to the SBA office.~~

Article 14 – Termination or Suspension of the Contract

§14.1.1 Make the following changes in Section 14.1.1:

At the end of clause 14.1.1.3 delete "; or" and insert a period.

Delete clause 14.1.1.4 in its entirety.

§14.1.3 Delete Section 14.1.3 in its entirety and substitute the following:

§14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exist, the Contractor may, upon seven days written notice to the Owner and Architect, terminate the Contract. In such event, the Contractor shall be paid for all Work performed in accordance with the Contract Documents, for reasonable and proven termination expenses and a reasonable allowance for overhead and profit. However, such payment, exclusive of termination expenses, shall not exceed the Contract Sum as reduced by other payments made to the Contractor and further reduced by the value of Work as yet not completed. The Contractor shall be entitled to reasonable overhead, but not profit, on Work not performed.

§14.2.4 Delete Section 14.2.4 in its entirety and substitute the following:

§14.2.4 If the unpaid balance of the Contract Sum exceeds the cost of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall not be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Owner shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§14.4.1 Delete Section 14.4.1 in its entirety and substitute the following:

§14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause upon thirty days written notice.

§14.4.3 Delete Section 14.4.3 in its entirety and substitute the following:

§14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment from the Owner on the same basis provided in Section 14.1.3 above.

Article 15 – Claims and Disputes

§15.1.2 Delete Section 15.1.2 in its entirety and substitute the following:

§15.1.2 Any applicable statute of limitations shall be in accordance with West Virginia Code.

§15.1.3 Add the following clause to Section 15.1.3:

§15.1.3.3 All claims, and notices of claims that require an increase in contract time, contract scope, or contract sum must be made in writing and delivered to the Owner via the Architect.

~~15.1.5 Claims for Additional Time~~

§15.1.3 Add the following clauses to Section 15.1.6.2:

~~15.1.5.2.1~~ Contractor shall supply climatological data from either an onsite weather station or from a National Oceanic and Atmospheric Administration (NOAA) or other approved nearby weather reporting station, to substantiate any claim for lost days due to weather. All documentation necessary to substantiate the claim, including SBA Form 186, shall be submitted to the Architect prior to the 15th day of the month following the proposed claim for review and consideration. Failure to submit these claims on a monthly basis shall result in forfeiture of the claim.

~~15.1.5.2.2~~ Weather delays shall be substantiation for a cost increase claim for site supervision labor and general site operations costs including direct rental costs (i.e. construction trailer, toilet facilities, fencing, dumpsters). Overhead and profit shall not be applied to the rental costs.

~~15.1.5.2.3~~ Claims for days lost due to weather delays, on days which have historically been non-work days on the project (i.e. weekends, holidays, and Fridays when four-day work weeks are implemented), shall not be granted, unless work has occurred on these days for two consecutive work weeks immediately prior to the days being claimed.

Add the following Section to Article 15.1:

§ 15.1.8 Counterclaims – In the event that Contractor makes a claim, Owner reserves the right to make a counterclaim and will not be barred from doing so even if final payment has been made.

§15.2.1 Make the following changes to Section 15.2.1:

In the third sentence, insert “or litigation” following the word “mediation” and remove the phrase “binding dispute resolution” and replace it with “or litigation”.

§15.2.5 Delete the last sentence in Section 15.2.5 and substitute the following:

Approval or rejection of a claim by the Initial Decision Maker shall be final and binding on the parties unless it is pursued further by either party in accordance with Section 15.2.6.

§15.2.6 Make the following change to clause 15.2.6.1:

In the last sentence, delete “or pursue binding dispute resolution proceedings.”

§15.2.8 Delete Section 15.2.8 in its entirety.

§15.3.1 Make the following changes to Section 15.3.1:

Delete “binding dispute resolution” and substitute “litigation in a court of competent jurisdiction.”

§15.3.2 Delete Section 15.3.2 in its entirety and substitute the following:

§15.3.2 The parties shall endeavor to resolve their Claims by non-binding mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement.

§15.3.3 Delete Section 15.3.3 in its entirety

Delete Section 15.4 in its entirety and substitute the following:

§15.4 Settlement of Claims

§15.4.1 The Constitution of West Virginia grants the State sovereign immunity from any and all Claims against the public treasury. This immunity applies and is extended to all agencies of the State, including the Owner. It shall be in full force and effect as it relates to this Contract. The West Virginia Legislature, recognizing that certain Claims against the State may constitute a moral obligation of the State and should be heard, has established the West Virginia Claims Commission for this purpose. The Parties understand that this sovereign immunity and the Constitution of the State of West Virginia prohibit the State and Owner, from entering into binding arbitration. Notwithstanding any provision to the contrary in the Contract Documents, all references to arbitration, regardless of whether they are included in the AIA Document A201-2017 or another related document are hereby deleted and all Claims of the Contractor for monetary relief, and only of the Contractor, arising out of or related to this Contract shall be decided by the West Virginia Claims Commission. The following Sections have been rewritten to bring them into conformance with the foregoing.

§15.4.2 Claims by the Owner may be brought against the Contractor in the Circuit Court of the county where the project is located.

§15.4.3 Any Claim arising out of or related to the Contract, except Claims relating to aesthetic effect and except those waived as provided for in Sections 15.1.6, 9.10.4 and 9.10.5, shall, within 30 days after submission of the decision by the Initial Decision Maker, be settled for the Contractor by the West Virginia Claims Commission or, for the Owner, by the Circuit Court of the county where the project is located.

§15.4.4 Notice of such action shall be filed in writing with the other party to the Contract, and a copy of such notice shall be filed with the Initial Decision Maker and the Architect, if applicable.

§15.4.5 During court proceedings, the Owner and the Contractor shall comply with Section 15.1.3.

§15.4.6 Claims shall be made within the time limits specified in Section 15.2.6.1.

§15.4.7 The party filing a Claim must assert in the demand all Claims then known to that party on which action is permitted.

Add the following Article:

Article 16 – Equal Opportunity

§16.1 COMPLIANCE WITH REGULATIONS UNDER TITLE VI OF THE FEDERAL CIVIL RIGHTS ACT OF 1964 AND EXECUTIVE ORDER 65-2 BY THE GOVERNOR OF WEST VIRGINIA DATED DECEMBER 15, 1965

§16.1.1 The Contractor agrees that it will comply with Title VI of the Federal Civil Rights Act of 1964 (P.L. 88352) and the regulations of the State of West Virginia, to the end that no person in the State, or in the United States, shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination under any program or activity for which the Contractor receives any recompense or other consideration of value, either directly or indirectly from the State; and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this Agreement.

§16.1.2 If any real property or structure thereon is provided or improved, this assurance shall obligate the Contractor, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which any State payment is extended or for another purpose involving the provision of similar services or benefits. If any other goods or services are so provided, this assurance shall obligate the Contractor for the period during which it supplies such goods or services.

§16.1.3 The Contractor recognizes and agrees that such right to provide property, goods or services to the State will be extended in reliance on the representations and agreements made in assurance, and that the State shall have the right to seek judicial enforcement of this assurance. This is binding on the Contractor, its successors, transferee, and assignee, or any authorized person on behalf of the Contractor.

END OF SUPPLEMENTARY CONDITIONS TO AIA DOCUMENT A201-2017

Any provisions of the Contract Documents that conflict with these Supplementary Conditions shall be null and void unless they have been approved in writing by the School Building Authority, and are clearly identified as such in the bid documents.

The Owner and Contractor hereby agree to the full performance of the covenants contained herein.

IN WITNESS WHEREOF, the Owner and Contractor have entered into this Agreement as of the effective date as stated in the A101-2017 (when utilized) or other Contract Documents.

Owner:

Contractor:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

This Supplementary Conditions to AIA Document A201-2017, General Conditions of the Contract for Construction, has been approved as to form on this _____ day of _____, 20____, by the School Building Authority of West Virginia. Any modification of this document is void unless expressly approved in writing by the School Building Authority of West Virginia.

SBA Criteria for Selection of Lowest Qualified Bidders
AWARD OF BIDS

~~Pursuant to the laws of the State of West Virginia, the School Building Authority of West Virginia must award bids only to the lowest qualified bidder. Therefore, when utilizing any portion of state funds for a project, county boards of education must consider the following factors, and the information from the Contractors Qualification Statement, when making a determination as to whether a contractor's bid is not only the lowest, but the most qualified.~~

- ~~1. The years of experience the bidder has in the construction, renovation or building repair business.~~
- ~~2. The bidder's participation in a drug program that meets the objectives, applicable laws and regulations for a drug free workplace including the use of tobacco and alcohol on school properties.~~
- ~~3. The continuity, experience and skill of the bidder's work force and that of the bidder's designated subcontractors.~~
- ~~4. The bidder's performance on similar construction projects.~~
- ~~5. The bidder's ability to successfully complete projects within the proposed schedules and deadlines.~~
- ~~6. The bidder's participation in a bonafide joint apprenticeship program that is approved by the US Department of Labor, US Bureau of Apprenticeship Training and is administered in compliance with the rules and regulations of the WV Department of Labor. [See DOL 42 7 3.1(i)]~~
- ~~7. The bidder's history of compliance with Worker's Compensation and Unemployment Compensation laws.~~
- ~~8. The bidder's history of compliance with OSHA requirements.~~
- ~~9. The bidder's history of compliance with Federal and State Prevailing Wage as well as Fair Labor Standards and Wage Payment laws.~~
- ~~10. The bidder's subcontractors compliance with state regulatory agencies.~~
- ~~11. The bidder's history of compliance with fringe benefit contributions, i.e., health insurance and pension benefits.~~
- ~~12. The bidder's local hiring plan and history of compliance with the WV Jobs Act, (WV Code, Chapter 21, Article 1C) regarding use of the local labor market.~~
- ~~13. The bonding record of the bidder.~~
- ~~14. The bidder's participation as a party in any legal action where an awarded liability could negatively impact the ability of the bidder to complete this project.~~
- ~~15. The bidder's financial stability and its impact on the company's ability to complete the project.~~
- ~~16. The bidder can demonstrate it is not in default on a debt to the State or its political subdivision in aggregate more than \$1,000.~~

17. The bidder's history of change order requests.

18. Response from bidder's references and recommendations of other owners for whom the bidder has worked.

All of the above factors, as supported by the accompanying Contractors Qualification Statement, will be considered by the county board of education in determining the "best" most qualified bid. No single criteria will be considered the controlling factor in determining whether a bid is or is not the "best" bid.
Revised 9/2015

410. SBA Construction Schedule Requirements (Fmr. SBA 187)

School Building Authority of West Virginia

CONSTRUCTION (CPM) SCHEDULE

SBA FORM 187

I. INTRODUCTION

410.01. For the purpose of planning, developing and executing a school construction project each project shall be accompanied by a progress construction schedule. The construction progress schedule shall be developed in the Critical Path Method (CPM). ~~Not only shall the progress construction schedule be used as a resource by the Prime Contractors in the execution the Work, but also so the Owner and its assigned representatives are able to monitor progress and be reasonably assured the project is progressing toward its completion within the timeline requirements.~~ The following definitions have been established:

II. DEFINITIONS

410.011. a. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. ~~Network calculations determine when activities can be performed and the critical path of the project.~~ This method calculates the minimum completion time for a project along with the possible start and finish time for the project activities.

~~b. Notice to Proceed: A written notice from the Owner or Owner's representative to the Contractor(s) in which the Contractor(s) is authorized to proceed with the work on a specified date. The Notice to Proceed date shall be considered the basis of commencement of the contract construction duration as specified in the Contract Documents, unless otherwise indicated.~~

410.012. e. Contract Construction Duration: The amount of time specified by the Contract Documents for the completion of the Project.

410.013. d. Contract Completion: The Contract Completion date is ~~the projected project completion date based on the commencement of work on Notice to Proceed date and Contract Construction Duration;~~ as may also be specified in the Owner's published Notice to Proceed (NTP) the date when all Contractor responsibilities have been discharged. The Contractor's Completion date obligations and the Owner's Claims for Delay obligation are based on the Contract Completion Date.

410.014. e. Activity / Task: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.

i. Critical Activity / Task: An activity on the critical path that ~~must start and finish on the planned early start and finish times, if delayed, will result in a delay of the Contract Completion Date by an amount equal to said delay of the activity.~~

ii. Predecessor Activity: An activity that precedes another activity in the network.

iii. Successor Activity: An activity that follows another activity in the network.

~~f. Event: The starting or ending point of an activity.~~

410.015. g. Duration: The amount of time estimated to complete an activity in the time scale used in the schedule (work days). ~~Planned production rates and available resources will define the~~

duration used in a given schedule. A defined activity duration shall be no longer than 15 work days, unless otherwise approved by the Owner or Owner's representative in advance.

~~h. Early Start: The first day of a project on which work on an activity can start if all preceding activities are completed as early as possible.~~

~~i. Early Finish: The first day of a project on which work on an activity is complete, assuming work began on its early start.~~

~~j. Late Start: The last day or deadline for the start of an activity before it will delay the completion of the project.~~

~~k. Late Finish: The last day or deadline for the completion of an activity before it will delay the completion of the project.~~

410.016. ~~l.~~ Actual Start: The date that an activity actually began.

410.017. ~~m.~~ Actual Finish: The date that an activity finished.

410.018. ~~n.~~ Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall project duration and contains no float.

~~o. Float: The measure of leeway in starting and completing an activity. The difference (in days) between the early start / finish and late start / finish.~~

~~—— i. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.~~

~~—— ii. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned project completion date.~~

~~—— iii. Float shall not be for the exclusive use or benefit of either Owner or Contractor(s), but is a jointly owned, expiring project resource available to both parties as needed to meet schedule milestones and contract completion date.~~

410.019. ~~p.~~ Milestone: Zero duration activities that call attention to noteworthy events in the project schedule. They can represent a variety of significant events and may indicate either the start or completion of a significant series of events (i.e., "topped out", "dry-in", equipment delivery, etc.)

~~q. Constraint: A limitation placed on a project schedule activity that affects the start or end date of an activity or series of activities. Constraints have been used to fix imposed dates for a work activity.~~

~~—— i. As Soon As Possible is the default constraint type. This constraint schedules the work item to the earliest possible time that the work activity can start, based on the existing project logic.~~

~~—— ii. Start No Earlier Than is used to restrict an activity to start on or after a specified constraint date. A constraint date must be specified before which the task must not start.~~

~~—— iii. Finish No Later Than is used to restrict an activity to complete on or before a specified constraint date. A constraint date must be specified after which the task must not start.~~

~~r. Fragnet: A sequence of new activities that are proposed to be added to the existing schedule. The fragnet shall identify the predecessors to the new activities and demonstrate the impact to the successor activities~~

410.0110. ~~s.~~ Baseline Schedule: A fixed project schedule that is the standard which project performance is measured. The current schedule is copied into the baseline schedule that remains frozen

until it is reset. ~~Resetting the baseline is done when the scope of the project has been changed significantly. At that point, the original or current baseline become invalid and should not be compared with the current schedule.~~

~~410.0111. t. As-Built Schedule: The record of the history of the construction project in the form of a schedule, and is comprised of a bar chart record of the start and end dates of every activity that actually took place, without necessarily having any logic links~~ final updated CPM Schedule.

~~u. Resource Loading: The allocation of manpower and equipment necessary for the completion of an activity as scheduled.~~

~~410.0112. v. Approval of Schedule: The general and unanimous executed agreement by the Contractor(s), Owner, Architect, Consultant, and/or Construction Manager of the CPM schedule where applicable. The Owner or Owner Representative's approval of the submitted schedule in no way establishes an obligation of the Owner for Claims for Delay by the Contractor based on the Contractor early completion. Any Claims for Delay by the Contractor shall be based on the provision of this specification which only contemplates impact to the proposed contract completion date.~~

~~410.0113. w. Schedule Consultant: An independent third party responsible for the planning, development, update, maintenance, monitoring and reporting of the CPM schedule. The schedule consultant may be contracted by either the Contractor or Owner.~~

~~410.0114. x. Early Completion: Early completion of the project is permitted, however, neither the Contractor(s) nor the Owner are bound to an early completion, even if projected by and approved in the final version of the CPM schedule. The Contractor's completion date obligation and the Owner's Claims for Delay obligations under this agreement are associated with the proposed Contract Completion Date as defined by the Contract Documents, not an approved Contractor proposed early completion date. Notwithstanding the preceding, the Owner reserves the right to reject a proposed CPM Schedule that shows an early completion date if the schedule appears to be unreasonable or unrealistic.~~

~~y. Delay Claims: A period of time for which the project has been extended or work has not been performed which are excusable in accordance with the Contract Documents. A delay must be excusable in order to be the basis for an extension of time or additional compensations.~~

~~z. Excusable Delay: An excusable delay shall be defined by the Contract Documents and typically involve matters beyond the Contractor(s) control. Examples of excusable delay include design errors and omissions, owners-initiated changes, weather impact, or acts of God.~~

~~aa. Non-Excusable Delay: A non-excusable delay is a delay for which the Contractor(s) has assumed the risk in accordance with the Contract Documents. It is the responsibility of the Contractor to prevent acts, or negligence, by the Contractor(s) which may be cause for delay.~~

~~bb. Concurrent Delay: A concurrent delay is a second independent delay occurring during the same time period as the delay for which recover is sought. A Contractor seeking increased compensation is ultimately responsible for the concurrent delay and may not be able to recover any compensation for the initial delay.~~

III. EXECUTION

a. Outline Schedule and Sequence Plan

~~i. An outline schedule and sequence plan shall be provided to the Prime Contractor(s) in the Bid Documents.~~

~~_____ ii. The outline schedule and sequence has been developed to coordinate Prime Contractors in a Multiple Prime Contract, and shall be the basis for the CPM construction schedule. In the event a project is selected by the Owner as a Single Prime Contract, the Prime The Contractor shall be responsible for development and distribution of an outline schedule and sequence plan to subcontractors, vendors, etc.~~

~~_____ iii. The Prime Contractors have the right to make changes to the outline schedule and sequence plan; however any changes shall require the unanimous approval and sign-off by all Prime Contractors, Architect and Owner. In the event of modifications by the Prime Contractors the project duration shall remain in effect (i.e. 424 calendar days).~~

~~_____ iv. If the Prime Contractor(s) has sufficient reason to modify the outline schedule they shall provide in writing to the Owner and/or Owner's representative:~~

~~_____ 1. Reason for modification to the outline schedule and sequence plan~~

~~_____ 2. Unanimous approval by all Prime Contractors of modified outline schedule and plan.~~

410.02. b. Scheduling Requirements

~~_____ 401.021. i. At the Pre-Construction Meeting, the Owner's representative shall review the CPM schedule requirements as indicated in the Contract Documents with the Prime Contractor(s).~~

~~_____ ii. Responsibilities:~~

~~_____ 1. Means and Methods: AIA A201,3.3.1 "The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequence and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters."~~

~~_____ 2. General Trades Contractor:~~

~~_____ 410.022. a. Unless otherwise specified, the General Trades Contractor shall be responsible for the construction progress schedule development, maintenance, monitoring and reporting, and shall schedule meetings to facilitate / coordinate / maintain a the CPM schedule for the duration of the project.~~

~~_____ 410.022. b. The General Trades Contractors shall demonstrate to the Owner specialized experience in the development, maintenance, monitoring and reporting of CPM scheduling. A minimum of three (3) years full time (exclusive) or five (5) years part time (with other responsibilities) experiences with CPM schedules of similar size and complexity shall be required. The name and experiences shall be submitted to the Owner and/or Owner's representative, along with examples of the individual's past schedules.~~

~~_____ 410.023. i. In the event the Owner and /or Owner's representative determines the General Trades Contractor does not possess the capability in-house to perform the requirements of the CPM Schedule, the Owner may elect, at no additional cost to the Owner, to require the General Trades Contractor to hire a Schedule Consultant that possess the specialized experience in performing the requirements as stated herein.~~

~~_____ c. Receive input from each Prime Contractor for the development, maintenance, monitoring and reporting of the progress construction schedule.~~

~~_____ 3. Prime Contractors:~~

_____ a. Provide General Trades Contractor with sufficient information / feedback regarding activities, duration and logic associated with the development, maintenance, monitoring, reporting, and overall information required to properly maintain the construction progress schedule.

e. Schedule Development

_____ i. The construction progress schedule development shall be conducted in a meeting, or series of meetings, for the purpose of generating a feasible plan to execute the construction project.

_____ 1. The General Trades Contractor shall chair / conduct the meeting(s) related to the construction progress schedule. The General Trades Contractor shall be responsible for setting the meeting agenda, regulating and ensuring the meeting is productive in the development of the construction progress schedule. The meeting agenda shall be submitted in advance to the Owner for review.

_____ 2. The schedule development meeting(s) should be held no later than 2 weeks after the preconstruction meeting. This will allow the Prime Contractors (and subcontractors) to assign staff, procure subcontracts, review documents and develop a plan to execute the work. It is critical the personnel responsible for directing the Work in the field be in attendance. These individuals shall also be familiar with the project requirements and be prepared to participate in the meeting(s).

_____ 3. Prime Contractor(s) shall attend with major subcontractor ready to discuss the plan to execute the Work. The construction progress schedule shall be developed and phased according to the order the work will occur (i.e. site, concrete, masonry, steel, roof, MEP, finishes).

_____ 4. For the purpose of the CPM schedule development, the General Trades Contractor shall solicit from the other Prime Contractors a list of activities included with activity durations and at least one (1) predecessor and successor activity (i.e. activity block fill paint / duration 3 days / predecessor rub masonry walls / successor first finish coat paint). These activities shall be provided to the General Trades Contractor prior to meeting. The General Trades Contractor shall incorporate the activities, durations and initial logic from the other Prime Contractors into the schedule software. It may be recommended the General Trades Contractor schedule an individual and separate meeting with each of the Prime Contractor prior to scheduling a meeting with all Prime Contractors together.

_____ 5. From the information provided by the Prime Contractor(s), the General Trades Contractor shall prepare the CPM schedule. The CPM schedule will be distributed to the Prime Contractor(s) for their review and feedback. If needed, additional meetings may be held to review the CPM schedule with the Prime Contractor(s). The additional meetings shall be at the General Trades Contractors and/or Owner's discretion, or as may be requested by a Prime Contractor.

_____ 6. Once the CPM schedule has been reviewed with feedback from the Prime Contractors, the General Trades Contractor shall make the necessary final adjustment and distribute the proposed Baseline CPM Schedule to the Prime Contractors for execution / signatures. The General Trades Contractor shall provide a signature line for each Prime Contractor on the Baseline CPM Schedule. **The executed Baseline CPM Schedule, as defined above under Approval of the Schedule, shall be considered the Approved Construction Progress Schedule only after review and agreement by the Owner.**

_____ 410.024. 7- The Contractor shall submit the Baseline Schedule (and updates) shall then be submitted to the Owner and/or Owner's representatives for review. The baseline schedule must be formatted to indicate the Project Critical Path.

410.025. a. When submitting a CPM schedule to the Owner for approval, it shall be in the Gantt Chart View with the following columns in display. The Contractor shall submit with the proposed Schedule an Activity / Task list corresponding to the Gantt Chart with the following Activity / Task information:

- _____ i. Task Name
- _____ ii. Percentage Complete
- _____ iii. Original Duration
- _____ iv. Remaining Duration
- _____ v. Early Start
- _____ vi. Early Finish
- _____ vii. Actual Start
- _____ viii. Actual Finish
- _____ ix. Total Float / Slack
- _____ x. Resource Group (assigned to each Prime Contractor)
- _____ a. Duration (in working days)
- _____ b. Anticipated Start
- _____ c. Anticipated Completion
- _____ d. Dependent Relationships with other Activities / Tasks

410.026. 8. The Approved Construction Progress Schedule shall be submitted for use not later than 45 10 calendar working days after the date establish for the Notice to Proceed prior to submittal of the first Certificate and Application for Payment; otherwise, in accordance with the Contract Documents (SBA Supplemental Conditions, General Conditions, Section II), "... an approved construction schedule must be in place prior to the second pay application being requested. Failure to comply with this provision will result in delayed processing of this and all future pay applications until the owner and SBA approved schedule is in place."

410.027. A Projected Cash Flow Schedule must be submitted in conjunction with the CPM Schedule, the Submittal Schedule and the Schedule of Values. This schedule shall indicate the anticipated monthly billings for the duration of the project. In the event of Baseline Changes or Recovery Schedules, the Projected Cash Flow Schedule must be revised accordingly.

410.028. 9. The Construction Progress Schedule shall be developed and consist of activity categories as follows, but not limited to, milestones, critical submittals, civil / site, structural systems, building envelope, systems rough ins, mechanical / electrical / telecom rooms, interior finishes and close-out; each category consists of furthermore individual activities in conjunction with the Schedule of Values and the Construction Submittal Schedule. The Progress Schedule and the Schedule of Values must reflect the same Activities / Tasks to allow accurate evaluation of monthly Schedule Updates and Requests for Payment.

The below table of activities provides a list of typical minimal individual activities that should be included in the CPM schedule. The activities in this table are intended to represent activities that are typical of school construction projects, and it is understood depending on the specific design of individual projects these activities may somewhat vary.

The CPM schedule shall be further arranged by Phase / Sequence / Area. The activity categories and representative individual activity should be duplicated within each Phase / Sequence / Area. The following is a representative example of how this shall occur.

Example: _____
_____ Area A

_____	Structural Systems
_____	Foundations
_____	U/G Plumbing
_____	U/G Electrical
_____	Masonry to Finish Floor
_____	Concrete Slab on Grade
_____	Etc.
_____	Building Envelope
_____	Roof Blocking
_____	Roof Mechanical Curbs
_____	Roof Insulation & Membrane
_____	Etc.
_____	Area B
_____	Structural Systems
_____	Foundations
_____	U/G Plumbing
_____	U/G Electrical
_____	Masonry to Finish Floor
_____	Concrete Slab on Grade
_____	Etc.
_____	Building Envelope
_____	Roof Blocking
_____	Roof Mechanical Curbs
_____	Roof Insulation & Membrane
_____	Etc.
_____	Area C
_____	Etc.

Table of Activities:

MILESTONES	CRITICAL SUBMITTALS	CIVIL / SITE	STRUCTURAL SYSTEMS	BUILDING ENVELOPE
Notice to Proceed	Site Utility Structures	Excavation	Foundation / Footers	Roof Blocking
Building Utility Connections (each type)	Concrete Reinforcing Steel	Storm Sewer	U/G Plumbing	Roof Mechanical Curbs
Major Equipment Delivery	Doors, Frames and Hardware	Sanitary Sewer	U/G Electrical	Roofing System
Building Dry-in (Each Phase / Area)	Steel Lintels	Water Service	Masonry to Finish Floor Elevation	Roofing System Soffits, Coping & Flashing
Building Conditioned Air (Temporary / Permanent) (Each Phase / Area)	Structural Steel	Gas Service	Concrete Slab on Grade / Deck	Exterior Veneer System
Substantial Completion	Steel Joist & Deck	Electrical / Telecom Service	Door Frames	Exterior Window Frames / Glazing
Final Completion	Kitchen Equipment	Site Concrete Paving	Masonry (Bearing)	Exterior Doors
	Mechanical Equipment	Site Asphalt Paving	Steel Joists & Bridging	
	Electrical Switchgear & Panel Boards	Site Finishes	Metal Deck	

SYSTEMS ROUGH-IN	MECHANICAL / ELECTRICAL / TELECOM ROOMS	INTERIOR FINISHES	CLOSE OUT
Electrical Panelboards	Equipment Pads	Paint Block Fill / Prime Coat	Testing, Adjustment & Balance
Electrical / Fire Raceways Alarm Rough-in	Electrical Panelboards	Paint First Finish Coat	Commissioning
Electrical Conductors / Wire	Electrical Transformers	Paint Second Finish Coat	Training & Demonstration
Fire Alarm Annunciator Panel	Electrical Raceway Rough-in	Paint Exposed Ceiling	A/E Prepare Punchlist
Fire Alarm Wire	Electrical Conductors/Wire	Above Ceiling Inspection	Fire Marshall Inspection / Occupancy Permit
Cable Tray	Data Racks & Switches	Ceiling Grid	Substantial Completion
Telecom / Security Cable	Fire Sprinkler Valve / Riser Assembly	Electrical Light Fixtures	Contractor Perform Punchlist
Storm Pipe Rough-in	Fire Sprinkler Pipe Rough-in	HVAC Registers & Grills	Final Completion
Storm Pipe Insulation	Domestic Water Rough-in	Fire Sprinkler Drops & Heads	
Sanitary Rough-in	Domestic Water Insulation	Plumbing Fixtures	
Domestic Water Rough-in	Plumbing Backflow Preventer	Floor Finishes & Base (each type)	
Domestic Water Insulation	Plumbing Equipment (i.e.— hot water tank, etc.)	Metal Lockers	
Fire Sprinkler Rough-in	Gas Piping Rough-in	Casework	
HVAC Duct Rough-in	HVAC Duct Rough-in	GWB Bulkheads	
HVAC Duct Insulation	HVAC Duct Insulation	ACT Ceilings	
HVAC Pipe Rough-in	HVAC Pipe Rough-in	Doors & Hardware	
HVAC Pipe Insulation	HVAC Pipe Insulation	Electrical / Fire Alarm / Telecom / Security / HVAC Controls Devices & Trim	
HVAC Equipment (i.e.—fan coils, UV, VAV, RTU, heater, etc.)	HVAC Equipment (i.e.— chiller, boilers, pumps, AHU DOA, etc.)	Signage	
HVAC Controls & Wire	HVAC Controls & Wire	Toilet Partitions & Accessories	
	HVAC Equipment Start-up	Display Boards & Accessories	

410.03. d. ~~Schedule Update i. The General Trades Contractor shall schedule a monthly meeting, of which they shall chair / conduct, to facilitate / coordinate the construction progress schedule update with the Prime Contractor(s).~~

410.031. 1. ~~The schedule update shall be conducted in coordination with the application for payment timelines established by the Contract Administrator. It is recommended the construction progress schedule update meetings be performed on-site and coincide with the Owner's Progress Meetings. The schedule update meeting will be scheduled in advance by the General Trades Contractor, with input from the Owner and/or Owner's representative.~~

~~2. Prime Contractors shall provide the General Trades Contractor with activity actual start and finish dates. If an activity has started, and is in progress, the estimated remaining days to complete the activity shall be provided in lieu of a finish date. The General Trades Contractor shall solicit progress update information from Prime Contractors a minimum of seven (7) work days prior to the progress update meeting. The update information shall be provided to the General Trades Contractor a minimum of three (3) work days prior to the update meeting.~~

~~3. Upon receipt of the update information, the General Trades Contractor shall include the actual start and finish dates, and remaining days into the schedule software and run a project update. The progress update / status date shall be consistent from month to month (i.e. 15th of each month). The General Trades shall then provide the other Prime Contractors with a copy of the progress update a minimum of one (1) day prior to the update meeting.~~

~~4. Prime Contractor(s) shall advise the General Trades Contractor of any sequence and/or logic and/or coordination changes that need to be made to conform to the progress of the Work. These changes to the construction progress schedule shall be performed during the progress update meeting.~~

~~5. From the information provided by the Prime Contractors, the General Trades Contractor shall complete the update to the CPM schedule. The construction progress schedule update will be distributed to the Prime Contractors for their review, feedback and acceptance.~~

~~6. Once the updated CPM schedule has been reviewed with feedback from the Prime Contractor(s), the General Trades Contractor shall make the final adjustment necessary and distribute the approved updated construction progress schedule to the Prime Contractors, Owner and Owner's representative.~~

410.032. ii. ~~The construction progress schedule shall be able to be sort by each Prime Contractor and distributed accordingly. Distribution of the construction progress schedule shall be sorted and provided to the Prime Contractors, Owner and Owner's representative as follows:~~

- ~~a. Incomplete Activities~~
- ~~b. Critical Activities~~
- ~~c. By Each Prime Contractor's Activities Percentage of completion for each Activity /~~

Task

~~d. Otherwise requested by the Owner and/or Owner's representative Activities / Tasks behind schedule~~

~~iii. Each month's progress schedule update shall be submitted with each Prime Contractors application for payment. Failure to provide a progress schedule update with the application for payment may be reason for Owner to withholding one or all Prime Contractor's progress payments for said month.~~

e. ~~Two Week Look Ahead~~

~~i. The General Trades Contractor shall distribute each Prime Contractors two week look ahead schedules for the Owner's Progress Meetings, which shall be provided to the Prime Contractors a minimum of one (1) day prior to the update meeting.~~

~~ii. A copy of each Prime Contractor's two week look ahead shall also be provided to the Owner and Owner's representative at the meeting; along with a progress update sort by Critical Activities.~~

410.04. f. Baseline Schedule Changes ~~i. —~~ In the event significant modifications are required the scope of the original Contract is significantly increased, which may cause changes to the overall sequence / phasing of Work, the progress construction schedule baseline ~~will need to~~ must be re-established. Upon these modifications being made to the CPM schedule, the General Trades Contractor shall establish a new construction progress schedule baseline.

~~ii. Whenever a new schedule baseline is established it shall require the unanimous approval and sign off by all Prime Contractor(s), Architect and Owner.~~

~~iii. The General Trades Contractor shall make the necessary adjustment and distribute the proposed new Baseline CPM Schedule to the Prime Contractors for review and feedback. Once feedback is provided by the Prime Contractors the newly established Baseline CPM Schedule shall be prepared for execution / signatures by the Prime Contractors. The General Trades Contractor shall provide a signature line for each Prime Contractor on the newly established Baseline CPM Schedule. **The executed newly established Baseline CPM Schedule, as defined above under Approval of the Schedule, shall be considered the revised Approved Construction Progress Schedule only after the review and agreement by the Owner.**~~

410.041. ~~iv.~~ A revised Baseline Schedule shall then be submitted to the Owner and/or Owner's representatives for review. Once an Approved Schedule is in place, the Owner and /or Owner's representative ~~have to~~ has the authority to reject any submission ~~where it~~ that revises the approved schedule's baseline if it is not deemed to be in the express interest of the Owner.

410.042. ~~g.~~ Schedule Recovery ~~i. —~~ In the event the schedule update indicates the project progress is ~~more than 10 days behind~~ not sufficient to maintain the Critical Path and scheduled Completion Date, a separate recovery schedule shall be required showing the means by which the Prime Contractor(s) ~~responsible for the delay~~ intends to regain compliance with the approved Schedule.

~~ii. The Prime Contractor(s) identified in delay shall provide the General Trades Contractor, the Architect and Owner with a written plan of recovery. This recovery plan shall be incorporated into the recovery schedule (by the General Trades Contractor), which will be submitted to the Architect and Owner for approval.~~

~~iii. In addition to the written plan of recovery, the General Trades Contractor shall schedule a meeting with the Prime Contractor(s) identified in the delay. The CPM schedule shall reflect the Prime Contractor(s) plan to bring the project back in compliance.~~

410.043. ~~iv.~~ The recovery schedule shall be completed and submitted prior to final submission of the any Application for Payment to the Owner. Application for payment shall not be approved without an attached recovery schedule.

h. Claims of Delay

~~_____ i. Delays and related claims shall be governed by the Contract Documents; specifically, but not limited to, the AIA 201— General Conditions of the Construction Contract, Articles 8 & 15, and the SBA Supplemental Conditions— Appendix J, Part II. In the event of a conflict, the requirements of these conditions shall take precedence over the stipulations provided in this section.~~

~~_____ ii. In addition to the requirements of the Contract Documents, the Prime Contractor(s) bringing claim for delay must provide / substantiate said claim to the Owner and/or Owner's representative.~~

~~_____ iii. The premise of all delay claims shall be based on the approved construction progress schedule. Delays related to non-critical activities shall not be considered a legitimate delay as they do not extend the project completion date. The basis of delays shall be associated with critical activities, also known as Critical Path Activities. The delay to the Critical Path shall be established by the insertion of a fragnet into the CPM schedule.~~

~~_____ iv. All claims for extensions of time shall be accompanied by the following documentation:~~

~~_____ 1. written notice no more than seven (7) calendar days after the beginning of the delay,~~

~~_____ 2. complete detailed report of the delay, including all support documentation for the delay event,~~

~~_____ 3. a fragnet to the approved construction progress schedule. When submitting a fragnet, the Contract shall compute two finish dates. The first finish date shall be computed without consideration of any impact by the fragnet. The second finish date shall be computed with consideration of any impact by the fragnet,~~

~~i. Any / all delay claims, including support documentation, must be submitted to the Owner and/or Owner's representative by no later than 15th of the month following the conclusion of the delay. In the event a delay last more than two (2) consecutive months, the available delay support documentation must be submitted to the Owner / Owner's representative starting on the 15th of the month (and every month thereafter) at the conclusion of the second consecutive month of the delay event.~~

~~410.05. j. Schedule As-Built i. — At the conclusion of the project an as-built schedule showing actual start and finish dates for all work activities shall be provided to the Owner by the General Trades Contractor. The Prime Contractor(s) shall provide the required information necessary to complete this task. ii. The as-built schedule shall be considered a project close out requirement and shall be included with, along with the Baseline(s) / Approved Schedule(s), in the General Trades Contractor's O&M manual.~~

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School Building Authority of West Virginia
Policy & Procedures Handbook

Chapter 5
PROJECT CLOSEOUT AND COMPLETION PROCEDURES

500. Project Closeout Procedures

500.01. As Construction of the project reaches approximately 85% of project completion or sixty (60) days prior to the projected date of Substantial Completion, the LEA shall initiate a project closeout procedure meeting involving the Architect, Prime Contractor(s), and SBA Representative. This meeting may be held in coordination with the required bi-weekly construction progress meetings. The purpose of this meeting is to facilitate the coordination of all required closeout procedures as listed in SBA Form 500 – Project Closeout Procedures for the final completion of the Contract. It is recommended that deadlines be established for the submission of specific required documents by the responsible parties. Final payment will not be authorized by the SBA until all closeout conditions are met.

500.02. On all new school construction projects or renovations that involve HVAC renovations, the LEA director or county superintendent shall ensure the personnel of the LEA responsible for the operations and maintenance of the new HVAC equipment shall be properly trained. The HVAC training shall encompass the following criteria:

500.021. The training shall be attended by representatives of the LEA and the school who will be actively engaged in the topics to ensure full understanding of the operations and maintenance. This will ensure the investment by the state and LEA in the facility is a prudent and resourceful expenditure.

500.022. The Contractor is charged per the Contract Documents to give a complete system training, that encompasses operations and maintenance of all systems and equipment connected “downstream” from the new portions of Work. The Contractor is responsible for the production of quality training videos and a printed report of the training for future use. Representatives of the LEA are responsible for understanding the content and satisfactorily completing the training.

500.023. The Owner is responsible to notify the West Virginia Department of Education’s Office of School Facilities & Transportation’s HVAC Technicians of the date and location of any and all scheduled HVAC training a minimum of two weeks in advance in order to fulfill the responsibilities as delineated in WV Code §18-9E-3(F)-(G).

500.024. At the conclusion of the HVAC training, the LEA shall submit the verification of HVAC Training Form (SBA Form 500 A) to the SBA and the WVDE Office of School Facilities.

(Moved from Appendix I Section R)

500.03. ~~1.~~ The SBA Staff shall be notified by the LEA of the dates and time of substantial completion walk-through inspections and final completion walk-through inspections by the grant recipient. An SBA representative will may participate in the walk-thru and will accept or reject the Contract as completed by authorizing final payment.

500.04. ~~A completed WVDE BP 13-A or when required and SBA Form 139~~ The LEA shall complete and submit SBA Form 500 – Project Closeout Procedures ~~will be forwarded to the State Department of Education and the SBA when all punch list items have been satisfactorily addressed and the Contract is complete. The local board project representative shall also submit a completed Contractor and Architect Evaluation Forms (SBA Form 124)~~

500.05. Final payment for the contract will then be processed by the SBA when the LEA has verified the receipt of or submitted the information required in the Contract Documents and on SBA Form 500 – Project Closeout Procedures Checklist to the appropriate parties ~~2. Provide at Project Close-out the following documentation, but not limited to:~~

(a) Confirmation of Receiving Operation & Maintenance Manuals, and As-Built Drawings and Specifications.

(b) SBA Certificate of Project Completion — For lump sum projects use “WVDE BP 13 A” and for multiple prime contract projects use “SBA 139.” Both of these forms are found in the SBA Guidelines and Procedures Handbook (Appendix L). These Forms should be filled out and signed by the local board of education then forwarded to the Contractor and the Architect / Engineer for signing.

(c) Contractor Evaluation Form (SBA 124) (to be completed with SBA staff)

(d) Architect/Engineer Evaluation form (SBA 138) (to be completed with SBA staff)

(e) SBA Certificate of Occupancy

(f) Notification of 11th month walkthrough date

(g) Electronic & Hard copy of diagrammatic floor plan of new or renovated schools. Provide the following items:

1. One line drawing of floor plans including only diagrammatic walls, exiting, doors and windows, existing school

2. One line drawing with all school access safety data (submit electronic file to Office of Homeland Security)

3. One line drawing including only walls, doors, windows, room number/names and color-coded HVAC zones with multi-zone equipment located in the HVAC zone

(h) Provide a Final TAB report

(i) Provide Final Commissioning Report when applicable

500.07. Post-Project Data Submission Requirements – The School Building Authority Staff is tracking square footage costs in order to evaluate all relevant aspects of a project with respect to the budget to aid in establishing the appropriate SBA funding formula levels. SBA Form 500 B – Final Square Foot Cost Analysis Report shall be submitted as a part of the closeout process by the Architect to the SBA Staff.

501. Evaluation Criteria for Architects / Engineers, Contractors, and Construction Managers

501.01. In order to establish and maintain a high level of accountability on all SBA funded projects, the evaluation of the performance of all parties to an SBA project shall be an important factor in determining the eligibility for an Architect, Engineer, Contractor, Construction Manager or others to perform work on future SBA projects. The SBA Staff shall work with LEAs to establish a consistent, well-documented program of compliance, conformance, and accountability. The performance of each party to a contract that is executed with the use of SBA funds shall receive an evaluation of all required tasks.

501.011. The SBA Staff shall establish and implement a program that tracks Architect / Engineer, Contractor, and Construction Manager accountability using standard notices and/or reports to be issued by the project's Architect of Record or the Owner. If the number of severe notices or reports of non-conformance or non-compliance reaches an amount determined by the SBA to be excessive, the SBA may vote to place a Contractor, Architect, or Construction Manager on probation and bar the firm from bidding or applying to work on an SBA funded project for a minimum period of one year.

501.02. Throughout the duration of the Project, the Owner, Architect, Contractor, and Construction Manager (where applicable) shall provide to the SBA Staff all communication and information necessary so that the SBA Staff may complete performance evaluations for the Architect / Engineer, Contractor, and Construction Manager (where applicable). The SBA Staff will, as a team, review all project documents and written communication in review of the Owner's evaluation. Where significant and severe deficiencies of the party evaluated were found, the SBA Staff shall recommend to the Authority placing the under-performing entity on probation.

501.03. The following standard tasks related to accountability shall be completed at the appropriate time and, among all other required Contract Documents, shall be used in the SBA performance evaluations:

501.031. ~~J- Architect/Engineer Evaluation (SBA 138)~~— The School Building Authority and the Owner Staff shall, at the conclusion of the project, perform evaluations of all Architects / Engineers performing work on each School Building Authority projects. This information must be submitted with the project closeout information provided to the SBA when final payment is requested by the grant recipient. The goal is to have each Architect's overall work performance evaluated and document a history of excellent, average or poor performance on several projects. This information will also be made available upon request to all grant recipients. The Architect/Engineer shall be evaluated based on meeting design timelines, adherence to the project budget, the clarity of the Contract Documents, the issued standard notices of non-conformance or non-compliance issued to the Contractor when necessary, and the overall quality and performance of the Contract Documents.

501.032. ~~I- Contractor Evaluation (SBA 124)~~— The School Building Authority and the Owner Staff shall, at the conclusion of the project, perform an evaluation of all Prime Contractors performing work on each School Building Authority projects. This information must be submitted to the SBA at the completion of each project as a part of the project closeout information and accompany the final contractor pay application. The goal is to have each Contractor's overall work performance evaluated and document a history of excellent, average or poor performance on several projects. This information will also be made available upon request to all grant recipients. The Contractor's performance, including the performance of all Subcontractors under the Contractor's surety for a project, shall be evaluated based on specific factors relating to the conformance and compliance of to the Contract Documents including, but not limited to, the following:

a. Quality of Construction relating to the number and severity of non-conformance notices received during Construction

b. Project documentation tasks as outlined in the Contract Documents relating to the number and severity of non-conformance notices received during Construction.

c. Compliance with West Virginia Division of Labor reporting requirements

d. Adherence to the project schedule including milestone and completion dates

501.033. Construction Manager Evaluation (Where Applicable) – The School Building Authority Staff shall, at the conclusion of the project perform an evaluation of the Construction Manager performing work on each School Building Authority project. Where applicable, the Construction Manager shall be evaluated based on the management of the project, accuracy of the project budget and schedules, the documented assurances that the Contractor is in compliance with the Contract Documents, and the value the team brings to the project.

501.034. Notice of Defective or Non-Conforming Work (SBA Form 406-A) – Upon discovery or notice of Work by the Contractor that is defective, non-compliant, or non-conformant with the Contract Documents, the Architect, with reasonable expediency, shall submit a Notice of Defective or Non-Conforming Work to the Contractor, copying all parties. This notice demands conformity to the Contract Documents within a given time frame or empowers the Owner to deduct the associated cost of remediation to the Contractor.

501.035. Resolution of Defective or Non-Conforming Work (SBA Form 406-B) – This is a formal notice that memorializes to all parties that the Notice of Defective or Non-Conforming work has been resolved.

SBA Policy and Procedures
APPENDIX A
~~Economies of Scale & Waiver Guidelines~~
(Moved to Section 207)

SBA Policy and Procedures
APPENDIX B
~~School Major Improvement Plan~~
(Moved to Section 202)

SBA Policy and Procedures
APPENDIX C
CEFP Annual Update

School Building Authority of West Virginia
CEFP ANNUAL UPDATE
Comprehensive Educational Facilities Plan
APPENDIX C

COUNTY UPDATE — ~~Data to be completed and submitted to SBA and SDE by December 1, of each year.~~

1. — ~~County wide Facilities Classification Report (SBA/WVDE 116)~~
2. — ~~High School Attendance Areas Facilities Chart — for each high school in the county (SBA #132)~~
3. — ~~Feeder School Summary Report — narrative (SBA 132)~~
4. — ~~MIP Annual Update — (1) List of completed or on-going projects (SBA 145a) and (2) Prioritized list of proposed projects (SBA 145b)~~
5. — ~~School Access Safety Repair and Renovation Schedule (SBA 160)~~
6. — ~~Updated CEFP Executive Summary (SBA 162)~~
7. — ~~Provide annual report of utility costs for all new SBA funded schools or SBA funded total HVAC system replacements to the SBA and SDE (SBA 179)~~

~~The annual update is to be compiled and submitted to the State Department of Education (1 copy) and the School Building Authority (1 copy) with each section tabbed, and three hole punched. Tabs should reference the above listed categories. This information may also be transmitted to the SBA office via electronic PDF file.~~

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SBA Policy and Procedures
APPENDIX D
SBA Emergency Fund Requirements
(Moved to Section 204)

SBA Policy and Procedures
APPENDIX E
Planning Grants

School Building Authority of West Virginia
PLANNING GRANTS
APPENDIX E

~~———— The SBA may make available funds to assist each county in contracting for the services of a professional planner to develop the ten year CEFP that is to be completed and approved based on the schedule provided by the SBA. These funds shall not exceed 50% of the actual planning contract amount. The SBA will determine the amount of available funding to be provided prior to each ten year planning cycle. The CEFP shall be developed in accordance with State Board Policy 6200 and the attached SBA procedural flow chart.~~

~~———— In order to receive these funds, the county must utilize the following procedures:~~

- ~~1. ——— Appropriate application shall be made to the SBA for the funds in advance of advertising for consulting firms to assist with the development of the CEFP.~~
- ~~2. ——— The county will utilize an SBA approved Request for Proposal (RFP) for selection of Professional Services and select a team in accordance with the procedures defined in WV Code 5G-1-3. The team shall consist of qualified educational planners (REFP) as well as a qualified architect licensed in the State of West Virginia. To encourage consistency in demographics and enrollment projections throughout each plan, the SBA may provide a demographer to perform demographics and school enrollment projections.~~
- ~~———— The RFP shall define the scope of work to be performed in the development of the CEFP. The SBA will monitor the progress of the plan development at various stages and upon request the county will adjust the process to comply with SBA requirements.~~
- ~~3. ——— A list of all firms responding to the RFP will be submitted to the SBA for review and approval of each firm's qualifications.~~
- ~~4. ——— Upon completion of the selection process and successful negotiations with the highest qualified professional firm, a copy of the contractual agreement shall be provided to and approved by the SBA. Any changes in the scope of work or change order to the contracted amount must be approved by the SBA to attain state reimbursement for the expenditure.~~
- ~~2. ——— Upon completion of CEFP Progress Reports #1 (SBA Form 163) and #2 (SBA Form 164) and the submission of a draft copy of the completed data with Progress Report #2, the county may submit a request for payment to the SBA for review and consideration. If all expenses are deemed appropriate, a payment shall be made to the county equivalent to 50% of the total planning grant contracted fee or an amount not to exceed 50% of the~~

~~SBA Planning Grant amount. The SBA will remit the balance of the planning grant upon completion of the CFP and its approval by the SBE and the SBA.~~

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~~SBA Policy and Procedures
APPENDIX F
SBA Procedures for Review of Construction Fund Projects (Needs Projects)
(Moved to Section 201)~~

~~SBA Policy and Procedures
APPENDIX G
Process for Development of a Design-Build Project
School Building Authority of West Virginia
PROCESS FOR DEVELOPMENT OF A DESIGN-BUILD PROJECT
APPENDIX G~~

~~SBA grant recipients may use the Design-Build project delivery method. Grant recipients desiring to use the Design-Build method of project delivery must first familiarize themselves with the Design-Build Procurement Act, Article 22A, and Section 5-22A-1 through 16 of the West Virginia Code, Legislative Rules Title 148-CSR-11, and the submission requirements of the Design-Build Board of West Virginia and the School Building Authority (SBA) Process for Development of a Design-Build project. This process will involve significant pre-project submission planning and coordination with the SBA office and should begin six-eight months prior to the annual "Needs" project submission deadline established by the SBA. The following represents the general process for developing a Design-Build project, procurement of design and construction professionals to assist with the project and the submission requirements of the Design-Build Board of West Virginia:~~

~~1. Before projects are brought to the SBA for preliminary review, the county board must first determine if the project is appropriate as a Design-Build project. The Design-Build Board and SBA have established the following as the basis for determining if Design-Build is the appropriate project delivery method for projects.~~

~~The county must have the appropriate legal authority to enter into a Design-Build contract (the Design-Build Procurement Act allows local boards of education to enter into Design-Build contracts). Additionally, the State of West Virginia Design-Building Board and the SBA must approve the project as a Design-Build project. The following criteria will be considered:~~

- ~~_____ a. The county requires a project design and construction time line that is faster than the traditional Design-Bid-Build process would allow;~~
- ~~_____ b. The project requires close coordination of design and construction expertise or an extreme amount of coordination;~~
- ~~_____ c. The county requires early cost commitments;~~
- ~~_____ d. The county provides a written plan for funding the project including, but not limited to, the funding necessary to pay for design services and construction costs; and,~~
- ~~_____ e. The county has performed sufficient site studies and has selected an appropriate site for the construction of the school.~~

- ~~2. County Superintendent consults with the SBA staff regarding their intent to submit a project for funding consideration using the Design-Build project delivery method.~~
- ~~3. SBA staff and county review the Design-Build criteria and discuss project with the coordinator of the Design-Build Board to determine if the project qualifies as a Design-Build project and to solicit interim approval. Final approval will be provided by the Design-Build Board based on the project submission information provided by the county board during the formal submission phase of the project.~~
- ~~4. Assuming the project meets the Design-Build criteria, the local board submits the project for SBA funding consideration requesting the project use of the Design-Build project delivery method.~~
- ~~5. SBA approves projects and designates those projects where the Design-Build process may be considered. At this time, the SBA Board will provide a contractual commitment for the SBA portion of the finance plan to the completion of the project. The SBA may consider providing a reserve grant in order to proceed with conceptual planning, project criteria development and Design-Build Board approval process. The finance plan would then be completed as funding is required.~~
- ~~6. The county submits an application for project approval to the Design-Build Board, including a finance plan and timeline. The application for project consideration must be completed and all supporting documentation attached in accordance with West Virginia Code 5-22A-2 and Legislature Rules, 148-CSR-11.~~
- ~~7. Design-Build Board reviews and approves project and notifies county to proceed with the project based on the requirements of the Design-Build Board and West Virginia Code.~~
- ~~8. SBA/county develops procedure(s) to hire a performance criteria developer. The county board will solicit proposals from qualified performance criteria developers based on the requirements of West Virginia Code and Legislative Rule 148-CSR-11.~~
- ~~9. County solicits proposals from, and evaluates qualifications of, qualified performance criteria developers (licensed architects or engineers). The performance criteria developer will provide technical assistance to the local board and prepare the performance criteria document.~~
- ~~10. The county solicits proposals from, evaluates qualifications of, and contracts with an educational facilities planner who will prepare educational specifications for the specific project. Based on SBA requirements and the SBE Policy 6200, Handbook on Planning School Facilities, the county will coordinate the hiring of the educational facilities planner with the SBA office and obtain approval of the SBA before contracting with the educational facilities planner. The educational facilities planner must be qualified to assist the county in the preparation of the plan. The educational facilities planner will work cooperatively with the performance criteria developer to combine the educational specifications and the building component criteria into the performance criteria specification used to obtain Design-Build proposals. The educational specifications and the performance criteria must be submitted to the SBA for approval.~~
- ~~11. In cooperation with the SBA, the county hires the performance criteria developer and the educational planner to assist the county in the development of the project.~~
- ~~12. The county and the performance criteria developer prepare an advertisement and Invitation for Qualification (IFQ) along with the evaluation criteria for Design-Build teams. The IFQ and evaluation criteria must be compatible to assure a fair evaluation of each design-builder's qualification.~~

13. The performance criteria developer and educational planner complete the educational specification, performance criteria and concept drawing building footprint. Pertinent SBA Supplemental General Conditions must be included in the performance criteria along with the selection evaluation criteria for selecting the Design Build team. This information is incorporated into the IFQ and the Request for Proposal and provided to Design Build teams.

14. The county board establishes a selection committee in accordance with Legislative Rule 148-11-4 to review and evaluate the Design Build teams' qualifications and proceeds with a formal advertisement of the IFQ for Design Build teams. Design Build teams submit qualifications using Design Build Board and SBA approved submission requirements. The IFQ will be issued to all qualified design builders.

15. The Selection Committee reviews the qualifications and interviews the Design Build teams. Based on the submitted information and interview scores and the evaluation of each team, a short list of not fewer than three nor greater than five Design Build teams will then be requested to respond to an Invitation for Proposal (IFP). If fewer than three proposals are received, the county will contact the Design Build Board to determine whether the county may proceed with the Design Build process.

16. The short listed Design Build teams are sent IFP including educational specifications and the project performance criteria and are allowed sufficient time to provide a qualitative proposal and a separate guaranteed maximum cost proposal for the project based on the project criteria provided to each team.

17. The county board receives the technical and cost proposals from each Design Build team and segments all cost proposals. A "technical review" committee evaluates and scores the proposals submitted for the project. The committee will have, at a minimum, a technical representative of the county, the performance criteria developer as a non-voting member, a representative of the school, the Secretary of Administration and a member of the SBA staff. The performance criteria developer will provide technical assistance to the local board with regard to the development of the process for evaluating the qualitative proposal and the cost proposals submitted by the perspective Design Builders.

18. The scores of each proposal are made public and a cost proposal opening date is established. The cost proposals are publicly opened, evaluated and scored. The scores of the cost proposals shall also be made public. See Leg. Rules 148-11-10 through 12.

19. The technical review committee selects a Design Build team in accordance with West Virginia Code 5-22A-6, Legislative Rule 148-CSR-11 and the SBA requirements for the selection of a Design Build team.

20. The Design Build Board will determine if the technical submissions comply with the requirements of the Design Build Procurement Act prior to the execution of a contract and, if so, will notify the SBA/county of their approval.

21. The county board and the SBA staff will approve the budget, finance plan and contractual agreement based on the proposals from the Design Build team prior to execution of a contract for services.

22. The final schematic design will be prepared by the Design Build team that incorporates the program of spaces and building performance criteria. The final schematic shall be approved by the county board of education and the SBA prior to proceeding to the final design and/or construction.

23. Contractual agreements are executed using the standard AIA form of agreement between the county board and Design Build team. If an optional contract is used, SBA approval must be provided prior to its execution.

~~24. At intervals determined by the SBA, the Design Builder submits project development documents for review and approval to the owner and SBA for performance criteria development, review and approval.~~

~~25. The county board hires an SBA approved clerk of the works in accordance with SBA policy to represent the county and SBA during the construction of the project.~~

~~26. The county clerk of the works, the SBA and the Design Build team will cooperate throughout the construction phase in order to construct the project in accordance with county and SBA requirements.~~

~~27. SBA contractual obligations must be met and the SBA project close out requirements must be incorporated into the performance criteria document. The Design Builder shall comply with SBA requirements incorporated into the performance criteria.~~

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~~SBA Policy and Procedures~~

~~APPENDIX H~~

~~SBA Grant Contract~~

~~(Moved to Form 209)~~

~~SBA Policy and Procedures~~

~~APPENDIX I~~

~~Architectural / Engineering & Construction Regulations~~

~~(Moved to Chapter 3)~~

~~SBA Policy and Procedures~~

~~APPENDIX J~~

~~PART 1—SBA Supplemental Instructions to Bidders~~

~~(Moved to Section 400)~~

~~SBA Policy and Procedures~~

~~APPENDIX J~~

~~PART 2—Supplemental General Conditions~~

~~(Moved to Section 401)~~

~~SBA Policy and Procedures~~

~~APPENDIX K~~

~~School Access Safety Plan~~

~~(Moved to Section 400)~~

School Building Authority of West Virginia
SBA Policy and Procedures Handbook
APPENDIX-OF SBA FORMS

Chapter 1 Forms
FORMS TO SUPPLEMENT COMPREHENSIVE EDUCATIONAL FACILITIES PLANNING
(CEFP) PROCEDURES

School Building Authority of West Virginia
EVALUATION INSTRUMENT
Previous ~~Ten Year~~ Comprehensive Educational Facility Plan (CEFP)
From _____ To _____

SBA FORM 149-100-A

NOTE: THIS FORM MAY BE SUBSTITUTED FOR A SIMILAR DIGITAL INSTRUMENT

West Virginia Code §18-9D-16(G) and ~~State~~ West Virginia Board of Education Policy 6200, Article 100.19 requires all ~~county boards of education~~ LEAs to submit an objective evaluation of the ten-year Comprehensive Educational Facilities Plan (CEFP). This evaluation shall be completed by the CEFP committee established by the local board to plan the upcoming ten-year plan consisting of community members and professional staff from each high school attendance area. The committee will familiarize themselves with the state board requirements of the plan and the current ~~county~~ CEFP prior to completing this evaluation form. All amendments to the plan since the inception of the previous ten-year plan will be objectively evaluated for its effectiveness and completeness of projects within that plan. The following should be used to effectuate this evaluation of the ~~2000 ten year plan~~ previous CEFP and also be used as a means to improve future plans. ~~Goals to be evaluated include WV Code §18-9D-16(g):~~

- | | |
|--|---|
| 1. Student Health and Safety | 5. Curricular Improvements |
| 2. Economies of Scale | 6. Educational Innovations |
| 3. Demographic Circumstances and Travel | 7. Adequacy of Space for Projected |
| 4. Multi County Projects | Enrollments |

(1 – Poor Rating; 3 – Adequately met the need or requirement; 5 – Excellent Rating)

1. Did the CEFP contain all data required in State Board Policy 6200?
1 2 3 4 5
2. Was the data sufficient to allow prudent long-range planning decisions to be made regarding the educational direction and facility needs necessary to accomplish the desired goals of the ten-year plan?
1 2 3 4 5
3. Was the original plan significantly amended during the ten-year cycle? Yes _____ No _____
If the original plan was altered:
 - (a) Did alterations in the plan generally prove to be positive changes?
1 2 3 4 5
 - (b) Did the amended plan effectively improve the ~~county's~~ LEA's ability to deliver the curriculum?
1 2 3 4 5
 - (c) Were the amendments generally politically initiated rather than educationally motivated?
1 2 3 4 5
4. Were local and SBA funds used effectively for individual school projects that further the overall goals of the ~~county~~ plan and the goals of the SBA as defined in 18-9D-16(d)?
1 2 3 4 5
5. To what degree has/will the projects identified in the ten year plan be effectively completed during this planning period?

25% 50% 70% 80% 85% 90% 95% 100%

Comments relative to the major issues (positive and negative) that led to the conclusion of the evaluation committee in Items 1 thru 5. (Additional comments may be attached)

Comments relative to improving the plan to be developed for the upcoming ten-year planning cycle.

List Committee Members below:

Committee Chairperson

Date

SBA 449 100-A
Revised 9/2015

School Building Authority of West Virginia
FACILITY GENERAL INFORMATION EVALUATION WORKSHEET

(Complete one form for each facility or homogeneous area of the building)

SBA FORM 134-100-B

NOTE: THIS FORM MAY BE SUBSTITUTED FOR A SIMILAR SBA-APPROVED DIGITAL INSTRUMENT

Instructions: After completing the evaluation worksheet, complete the Space Evaluation and School Improvement Cost summary for the appropriate grade configuration.

Facility ID#: _____ County: _____
Facility Name: _____ Date: _____

	Year of Construction
Original Square Feet: _____	_____
Addition One: _____	_____
Addition Two: _____	_____
Addition Three: _____	_____
Addition Four: _____	_____
Addition Five: _____	_____
Addition Six: _____	_____
Addition Seven: _____	_____

Total Sq. Feet: _____

ENERGY INDEXES:

(List below the total amount of each fuel source used by this facility for one year)

Electric _____	Kilowatts
Natural Gas _____	MCF (List only mcf or decotherms)
Natural Gas _____	Decotherms (List only mcf or decotherms)
Coal _____	Tons
#2 Fuel Oil _____	Gallons
Propane _____	Pounds
Used Oil _____	Gallons
Wood Chips _____	Tons
Other(specify) _____	Amount: _____ Units: _____

SBA134

~~School Building Authority of West Virginia
Site Evaluation Worksheet
(Complete just one form for each site)~~

Facility ID#: _____ County: _____
Facility Name: _____

FOR CONDITIONS:

1-Inadequate; 2-Below Average; 3-Average; 4-Above Average; 5-Excellent

SITE CONDITIONS:

_____ City _____ Rural Actual Acres _____ Useable Acres _____
Site adequate for expansion: _____ Yes _____ No
Are public parks/areas adjacent: _____ Yes _____ No
_____ % site out of flood plain _____ % site in flood plain
Site Remarks: (use additional sheets if needed)

Overall Site Condition: 1 2 3 4 5

DRAINAGE:

Drainage Remarks: (use additional sheets if needed)

Overall Drainage Condition: 1 2 3 4 5

PARKING:

Paved Parking _____ square feet Unpaved Parking _____ square feet
Parking adequately lit: _____ Yes _____ No
Adequacy of Parking: _____ 1 2 3 4 5
Parking Remarks: (use additional sheets if needed)

Overall Parking Condition: 1 2 3 4 5

BUS LOADING:

Bus Loading Adequate: _____ Yes _____ No
Bus Loading Remarks: (use additional sheets if needed)

Overall Bus Loading Condition: 1 2 3 4 5

ACCESS ROADS:

Adequacy of On-Site Access Roads: 1 2 3 4 5
Adequacy of Off-Site Access Roads: 1 2 3 4 5
Access Roads Remarks: (use additional sheets if necessary)

Overall Access Road Condition: 1 2 3 4 5

PLAYFIELDS/PLAYCOURTS:

Adequacy of Playfields: 1 2 3 4 5
Adequacy of Playcourts: 1 2 3 4 5
Playfields/Playcourts Remarks: (use additional sheets if needed)

Overall Playfield/Playcourts Condition: 1 2 3 4 5

SITE UTILITIES:**Electrical Services:**

_____ Phase _____ Voltage _____ Amps
Electric Utility Company: _____
Main Service Feed into Building: _____ Underground _____ Overhead
Electrical Service Remarks: (use additional sheets if needed)

Overall Electrical Service Condition: 1 2 3 4 5

Fuel Sources:

☐ Natural Gas ☐ Coal
☐ Fuel Oils ☐ Propane
 Other (Specify): _____
 Fuel Utility Company: _____
 Fuel Line Size: _____ inches
 Fuel Sources Remarks: (use additional sheets if needed)

Overall Fuel Sources Condition: 1 2 3 4 5

Water Sources:

☐ Public ☐ Well Water Line Size: _____ inches
 Water Utility Company: _____
 Water Sources Remarks: (use additional sheets if needed)

Overall Water Sources Condition: 1 2 3 4 5

Sewage Systems:

☐ Public ☐ Septic Other (specify): _____
 PSD: _____
 Sewage System Remarks: (use additional sheets if needed)

Overall Sewage System Condition: 1 2 3 4 5

School Building Authority of West Virginia
 Building Component Evaluation Worksheet

(Complete an individual form for each building addition or homogeneous area of the building)

BUILDING COMPONENT EVALUATION:

Facility ID#: _____ County: _____
 Facility Name: _____ Date: _____
 Square Feet of Building: _____ Year Constructed: _____

BUILDING STRUCTURES:

☐ Load Bearing Masonry ☐ Steel Frame
☐ Wood Frame Other (specify): _____
 Building Structures Remarks: (use additional sheets if needed)
 Overall Building Structure Condition: 1 2 3 4 5

FLOOR STRUCTURES:

☐ Steel Joist/Concrete Floor Area Square Feet: _____
☐ Wood Joists Floor Area Square Feet: _____
☐ Slab on Grade Floor Area Square Feet: _____
 Other (specify): _____ Floor Area Square Feet: _____
 Floor Structures Remarks: (use additional sheets if needed)
 Overall Floor Structure Condition: 1 2 3 4 5

ROOF:

Roof Structure:

☐ Steel Joists ☐ Wood Joists Other (specify): _____
 Roof Structure Remarks: (use additional sheets if needed)
 Overall Roof Structure Condition: 1 2 3 4 5

Roof Coverings:

	Sq. Ft.	Yr. Installed	Condition
<input type="checkbox"/> Built-up Roofing	_____	_____	_____
<input type="checkbox"/> Modified Bituminous	_____	_____	_____
<input type="checkbox"/> Shingles, Asphalt	_____	_____	_____
<input type="checkbox"/> Shingles, Fiberglass	_____	_____	_____
<input type="checkbox"/> Membrane, Ballasted	_____	_____	_____
<input type="checkbox"/> Membrane, Mech. Fast	_____	_____	_____
<input type="checkbox"/> Membrane, Direct Glue	_____	_____	_____
<input type="checkbox"/> Metal Roofing	_____	_____	_____
Other (specify): _____	_____	_____	_____

Roof Coverings Remarks: (use additional sheets if needed)

WALL FINISHES:

	Square Feet	Condition
<input type="checkbox"/> Plaster	_____	_____
<input type="checkbox"/> Drywall	_____	_____
<input type="checkbox"/> Masonry	_____	_____
<input type="checkbox"/> Ceramic Tile	_____	_____
Other (specify): _____	_____	_____

Wall Finishes Remarks: (use additional sheets if needed)

Overall Wall Finishes Condition: 1 2 3 4 5

CEILING FINISHES:

	Square Feet	Condition
<input type="checkbox"/> Plaster	_____	_____
<input type="checkbox"/> Drywall	_____	_____
<input type="checkbox"/> Acoustical Tile	_____	_____
<input type="checkbox"/> Exposed	_____	_____
Other (specify): _____	_____	_____

Ceiling Finishes Remarks: (use additional sheets if needed)

Overall Ceiling Finishes Condition: 1 2 3 4 5

FLOOR FINISHES:

	Square Feet	Condition
<input type="checkbox"/> Asbestos Tile	_____	_____
<input type="checkbox"/> Vinyl Composition Tile	_____	_____
<input type="checkbox"/> Ceramic Tile	_____	_____
<input type="checkbox"/> Terrazzo	_____	_____
<input type="checkbox"/> Exposed Concrete	_____	_____
<input type="checkbox"/> Exposed Wood	_____	_____
Other (specify): _____	_____	_____

Floor Finishes Remarks: (use additional sheets if needed)

Overall Floor Finishes Condition: 1 2 3 4 5

DOORS:

Exterior Doors:	Number	Condition
-----------------	--------	-----------

_____ Aluminum, Exterior
 _____ Steel, Exterior
 _____ Wood, Exterior
 Other, (specify): _____
 Exterior Doors Remarks: (use additional sheets if needed)

Overall Exterior Doors Condition: 1 2 3 4 5

Interior Doors:

	Number	Condition
_____ Aluminum, Interior	_____	_____
_____ Steel, Interior	_____	_____
_____ Hollow Core Wood	_____	_____
_____ Solid Core Wood	_____	_____
_____ Fire Rated Wood	_____	_____
Other (specify): _____	_____	_____

Interior Doors Remarks: (use additional sheets if necessary)

Overall Interior Doors Condition: 1 2 3 4 5

WINDOWS:

Operating Windows:

	Number	Energy Efficient	Year Installed
_____ Aluminum Frame, Oper.	_____	_____	_____
_____ Steel Frame, Oper.	_____	_____	_____
_____ Wood Frame, Oper.	_____	_____	_____
_____ Vinyl Frame, Oper.	_____	_____	_____
_____ Rescue/Ventilation	_____	_____	_____
Other (specify): _____	_____	_____	_____

Operating Windows Remarks: (use additional sheets if needed)

Overall Operating Windows Condition: 1 2 3 4 5

Fixed Windows:

	Number	Energy Efficient	Year Installed
_____ Aluminum, Frame, Fixed	_____	_____	_____
_____ Steel Frame, Fixed	_____	_____	_____
_____ Wood Frame, Fixed	_____	_____	_____
_____ Vinyl Frame, Fixed	_____	_____	_____
Other (specify): _____	_____	_____	_____

Fixed Windows Remarks: (use additional sheets if needed)

Overall Fixed Windows Condition: 1 2 3 4 5

BOILERS:

	Number	Average mbh	Manufacturer
_____ Boilers, Gas Fired	_____	_____	_____
_____ Boilers, Coal Fired	_____	_____	_____
_____ Boilers, Oil Fired	_____	_____	_____
_____ Boilers, Wood Fired	_____	_____	_____
_____ Boilers, Propane Fired	_____	_____	_____

BOILERS (cont'd):

Other (specify): _____

Boilers Remarks: (use additional sheets if needed)

Overall Boilers Condition: 1 2 3 4 5

FURNACES:

Number Average mbh Manufacturer

____ Furnace, Gas Fired _____

____ Furnace, Coal Fired _____

____ Furnace, Oil Fired _____

____ Furnace, Propane Fired _____

Other (specify): _____

Furnace Remarks: (use additional sheets if needed)

Overall Furnaces Condition: 1 2 3 4 5

AIR HANDLING UNITS:

Number

____ Roof Type _____

____ Interior Units _____

Other (specify): _____

Air Handling Units Remarks: (use additional sheets if needed)

Overall Air Handling Condition: 1 2 3 4 5

INTERIOR VENTILATION TYPE:

____ Central

____ Individual

Other (specify): _____

Interior Ventilation Remarks: (use additional sheets if needed)

Overall Interior Ventilation Condition: 1 2 3 4 5

AIR HANDLING HEAT SYSTEMS:

Number

____ Cabinet, Fan Coil _____

____ Cabinet, Unit Heater _____

____ Individual Furnaces _____

____ Fin Coil _____

____ Radiator _____

AIR HANDLING HEAT SYSTEMS (cont'd):

Number

____ Baseboard _____

____ Hot Water _____

____ Steam _____

Other (specify): _____

Air Handling Heat Systems Remarks: (use additional sheets if needed)

Overall Air Handling Heat Systems Condition: 1 2 3 4 5

HEATING/COOLING UNITS:

Number

____ Unit Ventilators _____

☐ Incremental Units _____
☐ Heat Pumps, Standard _____
☐ Heat Pumps, Water Source _____
☐ Multi-Zone Units _____
☐ Single Zone Units _____
☐ Duct Heaters _____
 Other (specify): _____

Heating/Cooling Units Remarks: (use additional sheets if needed)

Overall Heating/Cooling Condition: 1 2 3 4 5

ELECTRICAL:

Lighting Fixtures: Number

☐ Florescent Fixtures _____
☐ Incandescent Fixtures _____
☐ Mercury Vapor Fixtures _____
☐ High Pressure Sodium Fixtures _____
 Other (specify): _____

Lighting Fixtures Remarks: (use additional sheets if needed)

Overall Lighting Fixtures Condition: 1 2 3 4 5

Fire Alarm System:

Manufacturer: _____

☐ Smoke Detectors _____
☐ Heat Detectors _____
☐ Pull Stations _____

Fire Alarm System Remarks: (use additional sheets if needed)

Overall Fire Alarm System Condition: 1 2 3 4 5

Power/Receptacle System:

Power/Receptacle System Remarks: (use additional sheets if needed)

Overall Power/Receptacle System Condition: 1 2 3 4 5

TECHNOLOGY INFRASTRUCTURE:

☐ Sufficient Electrical Capacity _____
☐ Power Receptacles Availability _____
☐ Technology Electrical Wiring _____
☐ Technology Delivery Systems _____
☐ ID Network Type (if available) _____
☐ Inventory Records of Hardware _____
 Other (specify): _____
 Deficiencies _____

Technology Remarks: (use additional sheets if needed)

Overall Technology Infrastructure

Condition:

1 2 3 4 5

TECHNOLOGY ASSESSMENT:

Condition

____ Teacher Training

____ Software Use

____ Purchasing Practices

____ Network Administration

____ Certified Network Engineer

Eng

____ Inventory Records

Other (specify): _____

Deficiencies _____

Technology Remarks: (use additional sheets if needed)

Overall Technology Assessment

Condition:

1 2 3 4 5

SCHOOL ACCESS SAFETY AUDIT

Evaluate the effectiveness of the following School Access Safety Plan components

Condition

____ Planning

____ Deterrence

____ Detection

____ Delay

____ Communication _____

____ Evacuation _____

____ Bullying _____

Safety Remarks: (use additional sheets if needed)

Overall Safety Access Audit

Condition:

1 2 3 4 5

School Building Authority of West Virginia
FACILITIES SPACE EVALUATION
Early Childhood/Primary and Elementary Education (PreK-5)

NOTE: THIS FORM MAY BE SUBSTITUTED FOR A SIMILAR SBA-APPROVED DIGITAL INSTRUMENT

School ID#: _____ County: _____
School Name: _____

NOTE: Difference = No. of existing rooms – (minus) No. of Required spaces. No. rooms are evaluated as the same types

RATING SCALE: 1 = Inadequate 2 = Below Average 3 = Average 4 = Above Average 5 = Excellent

1. ADMINISTRATION: Exist spaces _____ Reqd spaces _____ Difference+/- _____
Size: 1 2 3 4 5
Condition: 1 2 3 4 5
Remarks:

2. STUDENTS SERVICES: Exist spaces _____ Reqd spaces _____ Difference+/- _____
Size: 1 2 3 4 5
Condition: 1 2 3 4 5
Remarks:

3. PRE-KINDERGARTEN: Exist spaces _____ Reqd spaces _____ Difference+/- _____
Size: 1 2 3 4 5
Condition: 1 2 3 4 5
Remarks:

4. KINDERGARTEN: Exist spaces _____ Reqd spaces _____ Difference+/- _____
Size: 1 2 3 4 5
Condition: 1 2 3 4 5
Remarks:

5. PRIMARY: Exist spaces _____ Reqd spaces _____ Difference+/- _____
Size: 1 2 3 4 5
Condition: 1 2 3 4 5
Remarks:

~~1 = Inadequate 2 = Below Average 3 = Average 4 = Above Average 5 = Excellent~~

6. ITINERANT SPACES: Exist spaces _____ Reqd spaces _____ Difference+/- _____
Size: 1 2 3 4 5
Condition: 1 2 3 4 5
Remarks:

7. MEDIA CENTER: Exist spaces _____ Reqd spaces _____ Difference+/- _____
Size: 1 2 3 4 5
Condition: 1 2 3 4 5
Remarks:

8. SPECIAL EDUCATION: Exist spaces _____ Reqd spaces _____ Difference+/- _____
 Size: 1 2 3 4 5
 Condition: 1 2 3 4 5
 Remarks:
9. MUSIC: Exist spaces _____ Reqd spaces _____ Difference+/- _____
 Size: 1 2 3 4 5
 Condition: 1 2 3 4 5
 Remarks:
10. ART: Exist spaces _____ Reqd spaces _____ Difference+/- _____
 Size: 1 2 3 4 5
 Condition: 1 2 3 4 5
 Remarks:
11. COMPUTER LAB: Exist spaces _____ Reqd spaces _____ Difference+/- _____
 Size: 1 2 3 4 5
 Condition: 1 2 3 4 5
 Remarks:
12. MULTI-PURPOSE: Exist spaces _____ Reqd spaces _____ Difference+/- _____
 A. Activities
 Size: 1 2 3 4 5
 Condition: 1 2 2 4 5
 Remarks:

 B. Dining
 Size: 1 2 3 4 5
 Condition: 1 2 3 4 5
 Remarks:
13. SEPARATE DINING: Exist spaces _____ Reqd spaces _____ Difference+/- _____
 Size: 1 2 3 4 5
 Condition: 1 2 3 4 5
 Remarks:
14. KITCHEN: Exist spaces _____ Reqd spaces _____ Difference+/- _____
 Size: 1 2 3 4 5
 Condition: 1 2 3 4 5
 Adequate Storage: 1 2 3 4 5
 Remarks:
15. STAFF/FACULTY: Exist spaces _____ Reqd spaces _____ Difference+/- _____
 Size: 1 2 3 4 5
 Condition: 1 2 3 4 5
 Remarks:
16. TOILETS: Exist spaces _____ Reqd spaces _____ Difference+/- _____
 Size: 1 2 3 4 5

FIXTURES: Exist fixtrs _____ Reqd fixtrs _____ Difference+/- _____
 Condition: 1 2 3 4 5
 Remarks:

17. STORAGE GENERAL: Exist spaces _____ Reqd spaces _____ Difference+/- _____
 Size: 1 2 3 4 5
 Condition: 1 2 3 4 5
 Remarks:

18. STORAGE INSTR.: Exist spaces _____ Reqd spaces _____ Difference+/- _____
 Size: 1 2 3 4 5
 Condition: 1 2 3 4 5
 Remarks:

19. CUSTODIAL: Exist spaces _____ Reqd spaces _____ Difference+/- _____
 Size: 1 2 3 4 5
 Condition: 1 2 3 4 5
 Remarks:

20. TECHNOLOGY CLOSETS: Exist spaces _____ Reqd spaces _____ Difference+/- _____
 Size: 1 2 3 4 5
 Condition: 1 2 3 4 5
 Remarks:

21. OTHER SPACES: Exist spaces _____ Reqd spaces _____ Difference+/- _____
 Size: 1 2 3 4 5
 Condition: 1 2 3 4 5
 Remarks:

22. ADEQUACY/CONDITION OF FURNISHINGS AND EQUIPMENT:
 Condition: 1 2 3 4 5
 Remarks:

23. ECONOMIES OF SCALE: 1 2 3 4 5
 _____ (Refer to Handbook 100.0142 G)

24. BLDG UTILIZATION, (U): _____% 1 2 3 4 5
 Current Enrollment
 Building Utilization = $100 \times \frac{\text{Number of Existing Classrooms} \times 25}{\text{Number of classrooms used for exceptionality education}}$
 Building Utilization = _____%
 Number of classrooms used for exceptionality education _____

*Below 60	61-70	71-80	81-85	Greater than 85
1 = Inadequate 2 = Below Average 3 = Average 4 = Above Average 5 = Excellent				

*Building utilizations in the range of 80-90% are recommended. However, programmatic offerings must be considered and the building capacity may be reduced as programmatic offerings are factored into the utilization calculation.

School Building Authority of West Virginia
SCHOOL IMPROVEMENT COST SUMMARY
 Early Childhood/Primary and Elementary Education (PreK-5)

NOTE: THIS FORM MAY BE SUBSTITUTED FOR A SIMILAR SBA-APPROVED DIGITAL INSTRUMENT

(Based on deficiencies identified during the evaluation of existing facilities)

School Name/Use: _____
 County: _____
 Design Capacity Enrollment: _____

IMPROVEMENT ITEM	UNIT	QUANTITY	UNIT COST	ITEM COST	REMARKS
1. SITE WORK					
Land Acquisition	ACRES	_____	_____	_____	_____
Excavation/Grade	CUB FT	_____	_____	_____	_____
Drainage	LIN FT	_____	_____	_____	_____
Walks (6 ft wide)	SQ FT	_____	_____	_____	_____
Parking	SQ FT	_____	_____	_____	_____
Bus Loading	SQ FT	_____	_____	_____	_____
Roads	SQ FT	_____	_____	_____	_____
Playing Fields	SQ FT	_____	_____	_____	_____
Other _____	_____	_____	_____	_____	_____
Other _____	_____	_____	_____	_____	_____
Other _____	_____	_____	_____	_____	_____
Sub-Total		_____	_____	_____	_____
2. RENOVATIONS, EXTERIOR:					
Wall Structure	SQ FT	_____	_____	_____	_____
Floor Structure	SQ FT	_____	_____	_____	_____
Roof Structure	SQ FT	_____	_____	_____	_____
Wall Facing	SQ FT	_____	_____	_____	_____
Windows	EACH	_____	_____	_____	_____
Doors/Frames	EACH	_____	_____	_____	_____
Roofing	SQ FT	_____	_____	_____	_____
Coping/Parapet	LIN FT	_____	_____	_____	_____
Painting	SQ FT	_____	_____	_____	_____
Other _____	_____	_____	_____	_____	_____
Other _____	_____	_____	_____	_____	_____
Other _____	_____	_____	_____	_____	_____
Sub-Total		_____	_____	_____	_____
3. RENOVATIONS, INTERIOR:					
Floor Covering	SQ FT	_____	_____	_____	_____
Patch & Painting	SQ FT	_____	_____	_____	_____
Ceiling Finish	SQ FT	_____	_____	_____	_____

Plumbing	SQ FT	_____	_____	_____	_____
Heating/Ventilating	SQ FT	_____	_____	_____	_____
Air Conditioning	SQ FT	_____	_____	_____	_____
Lighting	SQ FT	_____	_____	_____	_____
Wiring	SQ FT	_____	_____	_____	_____
Fire Alarm	SQ FT	_____	_____	_____	_____
Communication System	SQ FT	_____	_____	_____	_____
Technology		_____	_____	_____	_____
Interior Doors	EACH	_____	_____	_____	_____
Other _____	_____	_____	_____	_____	_____
Other _____	_____	_____	_____	_____	_____
Other _____	_____	_____	_____	_____	_____
Sub-Total		_____	_____	_____	_____

4. BUILDING ADDITIONS INCLUDING FURNITURE, FURNISHINGS & EQUIPMENT:

Administration	SQ FT	_____	_____	_____	_____
Student Services	SQ FT	_____	_____	_____	_____
Kindergarten	SQ FT	_____	_____	_____	_____
Primary	SQ FT	_____	_____	_____	_____
Media Center	SQ FT	_____	_____	_____	_____
Special Education	SQ FT	_____	_____	_____	_____
Music	SQ FT	_____	_____	_____	_____
Art	SQ FT	_____	_____	_____	_____
Computer Lab	SQ FT	_____	_____	_____	_____
Multi-Purpose	SQ FT	_____	_____	_____	_____
Kitchen	SQ FT	_____	_____	_____	_____
Staff/Faculty	SQ FT	_____	_____	_____	_____
Toilets/Fixtures	SQ FT	_____	_____	_____	_____
Storage General	SQ FT	_____	_____	_____	_____
Storage Instructional	SQ FT	_____	_____	_____	_____
Custodial	SQ FT	_____	_____	_____	_____
Other _____	_____	_____	_____	_____	_____
Other _____	_____	_____	_____	_____	_____
Other _____	_____	_____	_____	_____	_____
Circulation	@30%	_____	_____	_____	_____
Sub-Total		_____	_____	_____	_____

5. SPECIAL CONSTRUCTION:

Elevator	EACH	_____	_____	_____	_____
Sprinkler System	SQ FT	_____	_____	_____	_____
Kitchen Equipment	ALL	_____	_____	_____	_____
Waste Treatment	EACH	_____	_____	_____	_____
Other _____	_____	_____	_____	_____	_____
Other _____	_____	_____	_____	_____	_____
Other _____	_____	_____	_____	_____	_____
Sub-Total		_____	_____	_____	_____

6. OTHER SPECIAL COSTS:

_____	_____
_____	_____
_____	_____

Sub-Total

7. ARCHITECTURAL/ENGINEERING FEES:

New Construction	_____ %	_____	_____	_____	_____
Renovations	_____ %	_____	_____	_____	_____

Sub-Total

8. MISCELLANEOUS:

Survey	EACH	_____	_____	_____	_____
Soil Inv.	EACH	_____	_____	_____	_____
Other _____	_____	_____	_____	_____	_____
Other _____	_____	_____	_____	_____	_____
Other _____	_____	_____	_____	_____	_____

Sub-Total

9. CONTINGENCIES:

New Construction	2%	_____	_____	_____	_____
Renovations	6%	_____	_____	_____	_____

Sub-Total

10. GRAND TOTAL PROJECT COST:

Additional Land	_____	_____	_____	_____
Improved to Bring to State Standard	ACRES	_____	_____	_____

	Design/Capacity	\$/Student	Amount
Cost to Build a New School/No Land	_____	_____	_____
Ratio – Cost to Improve The Building/Cost of New Building	_____	_____	_____

School Building Authority of West Virginia
FACILITIES SPACES EVALUATION
 Middle/Junior High School Education (6-8)

NOTE: THIS FORM MAY BE SUBSTITUTED FOR A SIMILAR SBA-APPROVED DIGITAL INSTRUMENT

School ID#: _____ County: _____
 School Name: _____

NOTE: Difference = No. of existing rooms – (minus) No. of Required spaces. No. rooms are evaluated as the same types

RATING SCALE: 1 = Inadequate 2 = Below Average 3 = Average 4 = Above Average 5 = Excellent

1. ADMINISTRATION: Exist spaces _____ Reqd spaces _____ Difference+/- _____
 Size: 1 2 3 4 5
 Condition: 1 2 3 4 5
 Remarks:

2. STUDENT SERVICES: Exist spaces _____ Reqd spaces _____ Difference+/- _____
 Size: 1 2 3 4 5
 Condition: 1 2 3 4 5
 Remarks:

3. BASIC:Exist spaces _____ Reqd spaces _____ Difference+/- _____
 Language Arts
 Size: 1 2 3 4 5
 Condition: 1 2 3 4 5
 Remarks:

4. BASIC:Exist spaces _____ Reqd spaces _____ Difference+/- _____
 Mathematics
 Size: 1 2 3 4 5
 Condition: 1 2 3 4 5
 Remarks:

5. BASIC:Exist spaces _____ Reqd spaces _____ Difference+/- _____
 Social Studies
 Size: 1 2 3 4 5
 Condition: 1 2 3 4 5
 Remarks:

~~1 = Inadequate 2 = Below Average 3 = Average 4 = Above Average 5 = Excellent~~

6. BASIC:Exist spaces _____ Reqd spaces _____ Difference+/- _____
 Science
 Size: 1 2 3 4 5
 Condition: 1 2 3 4 5
 Remarks:

7. CORRECTIVE/REMEDIAL: Exist spaces____Reqd spaces____Difference+/- ____
 Size: 1 2 3 4 5
 Condition: 1 2 3 4 5
 Remarks:
8. HEALTH EDUCATION: Exist spaces____Reqd spaces____Difference+/- ____
 Size: 1 2 3 4 5
 Condition: 1 2 3 4 5
 Remarks:
9. COMPUTER LAB: Exist spaces____Reqd spaces____Difference+/- ____
 Size: 1 2 3 4 5
 Condition: 1 2 3 4 5
 Remarks:
10. LIBRARY/MEDIA CTR.: Exist spaces____Reqd spaces____Difference+/- ____
 Size: 1 2 3 4 5
 Condition: 1 2 3 4 5
 Remarks:
11. ELECTRONIC TECH (LAB): Exist spaces____Reqd spaces____Difference+/- ____
 Size: 1 2 3 4 5
 Condition: 1 2 3 4 5
 Remarks:
12. HOME ECONOMICS: Exist spaces____Reqd spaces____Difference+/- ____
 Size: 1 2 3 4 5
 Condition: 1 2 3 4 5
 Remarks:
13. ART: Exist spaces____Reqd spaces____Difference+/- ____
 Size: 1 2 3 4 5
 Condition: 1 2 3 4 5
 Remarks:
14. BUSINESS ED: Exist spaces____Reqd spaces____Difference+/- ____
 Size: 1 2 3 4 5
 Condition: 1 2 3 4 5
 Remarks:
15. TECHNOLOGY EDUCATION: Exist spaces____Reqd spaces____Difference+/- ____
 Size: 1 2 3 4 5
 Condition: 1 2 3 4 5
 Remarks:
16. MUSIC: Exist spaces____Reqd spaces____Difference+/- ____
 Size: 1 2 3 4 5
 Condition: 1 2 3 4 5
 Remarks:

17. PHYSICAL ED: Exist spaces____ Reqd spaces____ Difference+/- ____
 Size: 1 2 3 4 5
 Condition: 1 2 3 4 5
 Remarks:
18. AUDITORIUM: Exist spaces____ Reqd spaces____ Difference+/- ____
 Size: 1 2 3 4 5
 Condition: 1 2 3 4 5
 Remarks:
19. KITCHEN: Exist spaces____ Reqd spaces____ Difference+/- ____
 Size: 1 2 3 4 5
 Condition: 1 2 3 4 5
 Remarks:
20. DINING: Exist spaces____ Reqd spaces____ Difference+/- ____
 Size: 1 2 3 4 5
 Condition: 1 2 3 4 5
 Remarks:
21. EXCEPTIONAL: Exist spaces____ Reqd spaces____ Difference+/- ____
 STUDENTS INSTRUCTION
 Size: 1 2 3 4 5
 Condition: 1 2 3 4 5
 Remarks:
22. STAFF/FACULTY: Exist spaces____ Reqd spaces____ Difference+/- ____
 Size: 1 2 3 4 5
 Condition: 1 2 3 4 5
 Remarks:
23. TOILETS: Exist spaces____ Reqd spaces____ Difference+/- ____
 Size: 1 2 3 4 5

 FIXTURES: Exist fixtrs____ Reqd fixtrs____ Difference+/- ____
 Condition: 1 2 3 4 5
 Remarks:
24. CUSTODIAL: No. of spaces____ Reqd spaces____ Difference+/- ____
 Size: 1 2 3 4 5
 Condition: 1 2 3 4 5
 Remarks:
25. MECHANICAL: Exist spaces____ Reqd spaces____ Difference+/- ____
 Size: 1 2 3 4 5
 Condition: 1 2 3 4 5
 Remarks:
26. STORAGE GENERAL: Exist spaces____ Reqd spaces____ Difference+/- ____
 Size: 1 2 3 4 5
 Condition: 1 2 3 4 5

Remarks:

27. STORAGE INSTR: Exist spaces _____ Reqd spaces _____ Difference+/- _____
Size: 1 2 3 4 5
Condition: 1 2 3 4 5
Remarks:

28. OTHER SPACES: No. of spaces _____ Reqd spaces _____ Difference+/- _____
Size: 1 2 3 4 5
Condition: 1 2 3 4 5
Remarks:

29. ADEQUACY/CONDITION OF FURNISHINGS AND EQUIPMENT:
Condition: 1 2 3 4 5
Remarks:

30. ECONOMIES OF SCALE: 1 2 3 4 5
~~_____ (Refer to Handbook 100.0142-G)~~

31. BLDG UTILIZATION (U): _____% 1 2 3 4 5
Current Enrollment
Building Utilization = $100 \times \frac{\text{Current Enrollment}}{\text{Number of Existing Classrooms} \times 25}$

Building Utilization = _____%
Number of classrooms used for exceptionality education _____

*Below 60	61-70	71-80	81-85	Greater than 85
1 = Inadequate 2 = Below Average 3 = Average 4 = Above Average 5 = Excellent				

*Building utilizations in the range of 80-90% are recommended. However, programmatic offerings must be considered and the building capacity may be reduced as programmatic offerings are factored into the utilization calculation.